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RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

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INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, *United States of America v. Carl Krauch et al.* (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMT) held in the same city. These records consist of German- and English-language versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Nuernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

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and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

<u>Case No.</u>	<u>United States v.</u>	<u>Popular Name</u>	<u>No. of Defendants</u>
1	<i>Karl Brandt et al.</i>	Medical Case	23
2	<i>Erhard Milch</i>	Milch Case (Luftwaffe)	1
3	<i>Josef Altstoetter et al.</i>	Justice Case	16
4	<i>Oswald Pohl et al.</i>	Pohl Case (SS)	18
5	<i>Friedrich Flick et al.</i>	Flick Case (Industrialist)	6
6	<i>Carl Krauch et al.</i>	I. G. Farben Case (Industrialist)	24
7	<i>Wilhelm List et al.</i>	Hostage Case	12
8	<i>Ulrich Greifelt et al.</i>	RuSHA Case (SS)	14
9	<i>Otto Ohlendorf et al.</i>	Einsatzgruppen Case (SS)	24
10	<i>Alfried Krupp et al.</i>	Krupp Case (Industrialist)	12
11	<i>Ernst von Weissacker et al.</i>	Ministries Case	21
12	<i>Wilhelm von Lueb et al.</i>	High Command Case	14

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. To control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine.

Ernst Buergin: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.

Heinrich Bueteftisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).

Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.

Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.

Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.

Paul Haeffliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.

Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents, SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).

Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.

Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.

August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.

Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.

Hans Kuehne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.

Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.

Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Eystrop, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.

Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.

Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Vorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturmfaehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigs-hafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines.¹ The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buergin, Haeffliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Bueteffisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Bueteffisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

<u>Name</u>	<u>Length of Prison Term (years)</u>
Ambros	8
Buergin	2
Bueteffisch	6
Duerrfeld	8
Haeffliger	2
Ilgner	3
Jaehne	1 1/2
Krauch	6
Kugler	1 1/2
Oster	2
Schmitz	4
von Schnitzler	5
ter Meer	7

All defendants were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered 1a-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

- First Motion of the Prosecution, volume 1
- First Joint Motion, volume 3
- Second Joint Motion, volume 14
- Third Joint Motion, volume 24
- Fourth Joint Motion, volume 29
- Fifth Joint Motion, volume 34
- Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats,

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but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

<u>Exhibit No.</u>	<u>Doc. No.</u>	<u>Exhibit No.</u>	<u>Doc. No.</u>
322	NI 5140	1558	NI 11411
918	NI 6647	1691	NI 12511
1294	NI 14434	1833	NI 12789
1422	NI 11086	1886	NI 14228
1480	NI 11092	2313	NI 13566
1811	NI 11144		

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Following these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

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type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume *Trial of the Major War Criminals Before the International Military Tribunal* (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as *Trials of War Criminals Before the Nuernberg Military Tribunal Under Control Council Law No. 10* (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

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*Case to
Defense*

MILITARY TRIBUNAL VI

CASE VI

DOCUMENT BOOK VII

for

Dr. Fritz ter Meer

submitted by the
defense counsel:

Dr. Erich BERGDT
Karl BORNEMANN

Fritz



to DCU-77 ROOM VII

for Dr. Fritz ter Meer, case VI.

Doc. No.	Exh. No.	Contents:	Page:
115		Letter (DESSON STEEL to ter Meer, dated 11 October 1939 concerning conclusion of an agreement between JISCO and General TIS and TUSCO Co., Akron (Ohio)	1
116		Agreement between JISCO Inc. and General TIS and TUSCO Co. concerning experiments with Buna.	2
117		Order given by the Divison solvents and Chemical Co., New York, for 200 kg Buna T, dated January 1934.	16
118		Letter CHITTWOOD Inc. New York to Kautschuk-Gesellschaft Leverkusen dated 9 May 1934 including a summary report on the tire experiments with Buna I (index only).	17
119		Report on the conference in Leverkusen dated 6 June 1934, concerning the result of the experiments conducted by General TIS. While now, however, only a negative fact has been established by General TIS, namely that the material in question cannot be processed with the technical installations available in the rubber industry.	20
120		Letter ter Meer to Kautschuk-Gesellschaft Leverkusen concerning a conference with the Gentlemen PHOTO and EING of the firm DUNLOP (of 13 July 1934). The following is stated in the report on the conference: "As the I.G. too had considerable research experience in the past and has been during the current research work, it should perhaps be taken into consideration, whether the field of work could not be advanced more quickly by an extensive exchange of experiences between the I.G. and DUNLOP. This idea was received very warmly by Mr. PHOTO and Dr. EING..... It was established that, under the presumption of an agreement about a production in the U.S.A. by including the Standard Oil Co., this would result in a natural splitting up of the fields of interest....."	26

Index to document book VII

for Dr. Fritz ter HEEG, Case VI

No.	Exh. No.	Contents:	Page:
121		Affidavit Dr. Oskar LOREN with a report on a conference on 4 October 1935 between HUGO, ter HEEG, ROCHER, WITTE, LOREN, which took place at the Standard Oil Co. The following is stated in this report: "As introduction ter HEEG explains that the production of substitute materials for materials which up to now were imported which was forced upon Germany on account of the lack of foreign exchange had the result that the production of synthetic india-rubber was seriously taken into consideration. At present it is being considered to set up an experimental installation having a production capacity of 200 tons per month..... With regard to the situation in the USA there is no need to take into consideration the point of view of lack of foreign exchange for the supply with natural rubber; the rubber problem in the USA has to be considered exclusively from the point of view of private enterprise. LOREN does not object to the start of the negotiations in Wilmington. He agrees to the interpretation of the possibility of an exploitation of isoprene rubber in the USA which was explained above.	31
122		Affidavit Dr. Oskar LOREN concerning discussions in Wilmington on 11 October 1935.	35
123		Affidavit Dr. Oskar LOREN in which a file note referring to several discussions conducted in the USA in October/November 1935 is being identified. The following is said in the document: "This, indeed LOREN, after conferring with TROTT, to agree to the following suggestion which was to be submitted to DUPONT: A company will be founded for the exploitation of butadiene rubber in the USA, of which the Standard Oil, I.C. and DUPONT receive each a third of the shares. Each company makes its patents, procedures and experiments in connection with butadiene and butadiene rubber available to the new company. As soon as production starts the parties providing machines and materials (JISCO and/or DUPONT) are to receive suitable royalties."	38

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for Mr. Fritz ter MEER, case VI

Doc. No.	Exh. No.	Contents:	Page:
124		Affidavit Mr. Oskar JOEHA in which a report on a conference with Mr. F. OLICH, Standard Oil Co., Bayreuth, on 29 October 1935 is being identified. The various methods of producing Butadiene were discussed. "Ter MEER suggested that in Bayreuth as well as in C. au experiments for the production of Butadiene should be started on a large scale." This matter concerned the production of Butadiene from by-products of the oil industry, as Butane and Butylene.	44
125		Affidavit Mr. Oskar JOEHA in which a report on a conference in Wilmington on 4 November 1935 is being identified. The following is stated in the document: "On the suggestion to give JASCO a third of the shares of a company which was to be founded for the exploitation of Butadiene in the U.S., OLICH replied, that this suggestion would not provide JASCO with the privileges which it expected in connection with a protection of its German interests. For the rest, no additional claims would be raised, as JASCO is well aware of the fact that U.S. after the capitulation of its rights within the JASCO would no longer have the exclusive right of disposal and the suggestion in general is a considerable concession on the part of Standard Oil and I.G."	47
126		Letter ter MEER to JASCO dated 1 November 1935, in which the writer reports on the conferences in Wilmington.	55
127		Letter of the Reich Ministry to the Reich Plenipotentiary for rubber and to I.G., dated 14 October 1936, with an attached file notice on a conference at the Military Economy Staff on 10 September 1936. "Exchange of experiences with foreign firms about processing of synthetic rubber is to be prohibited."	57
128		Letter Ter-office to Chemycos Inc. of 21 September 1936, in which the latter is informed of the prohibition mentioned above.	60

Index to document Book VII

for Dr. Fritz ter MEER, case VI.

Doc. No.	Exh. No.	Contents:	Page:
129		Letter HQ VII to Chemycor Inc., dated 6 November 1936: "I told Mr. DAVIS just what we had already told Mr. DAVIS of the Goodyear Company, that is that there was no technical or commercial activity of any kind on the synthetic rubber business being carried on here in the United States at present...."	61
130		Letter ter MEER to KOWALD, dated 24 February 1937. "I just spoke on the phone with Vermittlungsstelle and accepted the responsibility towards the authorities in connection with our discussions with the gentlemen from DEONT as well as in connection with the visits."	62
131		Note on a conference in Frankfurt on 1 September 1937, present among others: HQ VII, ROCHON BOWEN, ter MEER: "After some discussions it is agreed that a market research with regard to import should be started via JESCO (Dr. A. ROCHON BOWEN, New York). This market research should, for the time being, be restricted to Perbunan. In case it would show that Perbunan could be imported to the U.S. and sold there in considerable quantities, the situation should be re-examined."	65
132		Teletype KURNE to KOWALD dated 25 January 1938. "You no doubt know that Isoprene is no longer available because of acetylene explosion at plant. Please quote price of New York 1000 Kilo Perbunan every two weeks, quantity Perbunan which can be used dependent upon price, agreement to be arranged in natural rubber or commercial marks which ever you prefer. Am calling you rather than your associate because of your friendly meeting in Kron Robertson Goddard."	68
133		Letter KUCH to KOWALD from New York, dated 2 April 1938: "Goodyear wants not only Perbunan as an oil resisting rubber, but is also highly interested in Buna S, especially for tires."	69

for Dr. Fritz ter Meer, case VI

Doc. No.	Exh.	Contents:	Page:
134		Letter MUSELER-GUNDEL to ter MEER, dated 21 February 1936 concerning production of butadiene from patent "We received the following cable from Chemycor: On ED MUSELER's instigation, Standard Dev. apprises at present the possibility of producing - and the cost - of butadiene. Standard Dev. requests information whether you are now in a position to supply detailed information about the process with regard to chlorination of butylene. Preliminary rough estimate Standard shows 5¢ per pound butadiene. Inform ter MEER, who should know about that on account of the license inquiry made a short time ago by Goodyear on which MUSELER is going to report."	71
135		Excerpts from the transcript of the conferences with Dr. MUSELER in February and March 1936 in Berlin and Geneva: "MUSELER furthermore pointed to the collaboration in the butadiene field desired by Dow and believes that a cooperation of Dow with Goodyear and an oil company could have highly disturbing effects for us as far as the future development is concerned. Dr. ter MEER replied that we would definitely consider the state of affairs explained by Dr. MUSELER when reaching our decision, however that the present moment is still too early for a final decision. The difficulties in processing Buna on a large scale in the tire industry were not yet completely solved. Furthermore, the development works on the production of butadiene by way of chlorination of butylene are at present in a stage which would not yet permit a final judgement to be given on that process. The experiments are continued on a large scale and would most probably come to a certain conclusion in approximately half a year. Until then it would be advisable to postpone all additional decisions. Nothing would be lost by this postponement, because additional experiences would be gained in the meantime also in the field of processing of Buna. In addition, Dr. ter MEER pointed out, that we would like to be given that period in order to be able to clear up certain scruples which some authorities still have in connection with the handing on of the process to foreign countries."	72

Document Book VII - ter NEEA.
ter NEEA Document No. 115....
Exhibit ter NEEA No.

I certify that all documents contained in this document
book correspond literally to the documents submitted to
the Tribunal.

Kuerberg, 28 January 1946

Karl BO. NEWMAN
Defense Counsel at Military Tribunal
No. VI

COPY.

New York, 11 October 1933.

Director Dr. Fritz ter NEER
TD-Office
Leverkusen

Dear Director,

On 7 September of this year I sent the following
cable:

GENERAL WENT TO BANK WERE NOT FOR ALTHO. OUTSTANDING BUT ONLY
WITH CONTINUATION FOR 10 YEARS WITH FIVE PERCENT STOP AFTER DISCUSSION
WITH HASLAM WE AGREED TO ACCEPT THIS IN SPITE OF THE FACT THAT
GENERAL HAS A MORE FAVORABLE POSITION IN CASE PAYMENTS
HIGH INCREASE ONLY 10% STOP FOR IS ADVANTAGE FIRST THAT FOR
THE FIRST YEARS WHERE THE PRICE IS HIGH DISCOUNT IS LOWER SECOND
IF WE LATER DELIVER TO OTHER CONSUMERS OF LARGE QUANTITIES
DIFFERENCE IN PRICE NOT SO HIGH THAT THE LATTER WILL RECEIVE
NOT FOR ORDERS GIVEN THIS WE BELIEVE THAT WE WILL HAVE MORE
FAVORABLE COOPERATION AND BETTER CONNECTIONS WITH GENERAL IF
WE AGREE NOW TO GENERAL'S POINT OF VIEW STOP RESOLUTION OF NEGOTIATIONS
WITH FORMER PARTY NOT DESTROYED AS WE WOULD COOPERATION WITH
GENERAL IS MORE SUCCESSFUL. CABLE DECISION

K/11/10/33

and confirm your reply cable dated 8 September:

W/11/10/33 TO SUGGESTED CHANGE OF AGREEMENT GENERAL
TERNEER.

After receiving your consent the agreement was put into its final
wording and was signed by Mr. A. T. HASLAM, the present President of Jasco
and by Mr. William O'NEIL, President of the General Tire & Rubber Company.
Attached I send you a copy of the agreement. According to Article 1)
of the agreement we now expect the order of General Tire & Rubber
Company for the first part of the shipment.

With the best regards

Your obedient servant

signed K. MOOREHEAD TERNEER

Stamp: Legal Department
Central Office for Agreements
Ludwigshafen a/Rh.

Agreement entered into this 19th day of September
1933, by and between

JISCO Incorporated, a Louisiana Corporation,
hereinafter referred to as JISCO

and

The General Tire & Rubber Company, an Ohio Corporation,
hereinafter referred to as "General".

Whereas, JISCO had acquired from I.G. Farbenindustrie
Aktiengesellschaft, hereinafter referred to as I.G., rights in re-
spect of a product known for convenience as Buna, which is known
to be useful for certain purposes in the rubber industry; and

Whereas, JISCO desires to determine commercial uses for said
product in the rubber industry; and

Whereas, General is engaged in the rubber business and
in connection with such business manufactures tires, tire treads
and the like and has facilities for conducting experiments to de-
termine whether or not a certain product will be useful in the rub-
ber industry; and

Whereas, General has certain subsidiary corporations and
has manufacturing contractual relations with Compania Huilera El
Pozo, S.A., of the Republic of Mexico, hereafter referred to as
"Compania Huilera" and it is the desire of the parties hereto that
the benefits and advantages accruing to General under this agree-
ment be extended as hereinafter provided to include Compania Hule-
ra and the subsidiaries of General, so long as General has contrac-
tual relations with said company; and

(page 2 of original)

Whereas, the parties hereto desire to conduct certain experiments and investigations with Buna to determine its commercial adaptation and use in the United States.

Now, therefore, in consideration of the promises and of the mutual agreements hereinafter set forth, the parties have covenanted and agreed as follows:

I.

J/SCO will furnish to General at General's factory at Akron, Ohio, and without cost to General, experimental lots of Buna, (each lot to be approximately 500 pounds), up to a total of a approximately 5,000 pounds. From time to time General will notify J/SCO of the quantity of Buna it desires up to said limit of 5,000 pounds.

II.

At the request of General, J/SCO will obtain from I.G. which has filed a number of United States patent applications concerning uses of Buna, and submit to General detailed information concerning Buna and the uses which have been found for it.

(page 3 of original)

Furthermore, at General's request, JASCO III, at its own expense, furnish a Buna expert who will be able to furnish I.G.'s "know how" regarding the quality and uses of Buna, to work with General for a period of one month.

III.

Upon receipt of the quantity of Buna requested, General will:

- a) Proceed with reasonable diligence to make experiments and investigations such as its own judgment may dictate to determine whether, and to what extent, Buna is adaptable for the manufacture of tires, tire tubes, and accessories and repair materials therefor. All such experiments and investigations shall be at the expense of General provided, however, that JASCO shall pay for the cost of one experience technical man and his assistant in the laboratory for work in connection with the experiments and investigations to be conducted under this paragraph a), and further provided, that the total of such cost, as is hereby assumed by JASCO, shall not exceed \$ 10,000.- per annum, and such arrangement shall extend for a period of only one year from the date of this agreement. Such arrangement, however, may be extended by mutual agreement from time to time for such period or periods and upon such terms as may be agreed upon;
- b) To the extent that it is possible to do so without unduly interfering with other work being done by it, General will make

(page 4 of original)

available to JASCO, if JASCO so requests, such facilities, equipment and personnel of General's research and development department as may be necessary for further experiments which JASCO may wish to initiate and have carried out in an effort to determine to what extent Buna is commercially adaptable for heels conveyor belts, garments, thread and any and all other products, except those coming within paragraph a) supra. The out of pocket cost of all experiments made under this paragraph b) shall be borne by JASCO.

IV.

- 1) General will advise JASCO from time to time of the progress and developments in connection with any experiments and investigations made by it under paragraphs a) and b) of Article III hereof. As soon as possible after the completion of its experiments and investigations under this agreement General will furnish to JASCO a complete and detailed report concerning the same. During the course of such experiments and investigations as soon as any invention or discovery is made by any of General's employees, JASCO shall be given full particulars with reference thereto in order that it may obtain adequate patent protection.
- 2) Following receipt of the detailed report of General referred to in paragraph 1) of this Article IV, JASCO will decide whether and to what extent it should undertake the manufacture and sale of Buna.

(page 5 of original)

V.

- 1) General agrees that it will cause each of its employees assigned to perform any work in connection with the experiments and investigations to be undertaken by this agreement to disclose promptly and in writing to General all inventions or discoveries which each such employee may make, and to assign and agree to assign to General all his right, title and interest in and to such inventions or discoveries.
- 2) Any inventions or discoveries which may be made by any of General's employees in connection with any experiments and investigations made by General under this agreement shall be assigned to J.O.G., but General and its subsidiaries (which term shall mean wherever in this agreement any corporation in which General owns more than 50% of the stock having the right to vote for directors) and Companies Limited, so long as General has contractual relations with said company, shall retain a royalty free, non-exclusive, non-transferable license for the United States and Mexico under any inventions made by General's employees in connection with the experiments and investigations conducted under paragraph (a) of Article III hereof to the extent that such inventions relate to tires, tire tubes and accessories and repair materials therefor and the right to export any finished tires, tire tubes, and accessories and repair materials therefor comprising Tuna

(page 6 of original)

to all countries of the world. The license hereby reserved to General and its subsidiaries shall be assignable to the successors or assignees of the whole of the manufacturing business of General and its subsidiaries.

VI.

If, after JESCO receives from General the report referred in paragraph 11 of Article IV hereof, JESCO should decide to undertake the manufacture and sale of Tuna in the United States, then JESCO agrees that it will meet with General's representatives and endeavor to formulate an agreement which, among other things, will provide for future cooperation between the parties and future use and sale of Tuna. In such agreement, provided General contracts to purchase in commercial quantities, JESCO will agree:

- 1) That it will grant to General and its subsidiaries and to Compañia Sulera, so long as General has contractual relations with said company, a non-exclusive, non-cancellable license to use and to make, use and sell products comprising Tuna, under all United States letters patent relating to Tuna in respect of which JESCO shall have the ownership or control in the sense of having the power to grant licenses thereunder, for the full life of each such patent, and the right to sell finished products made by General and its subsidiaries or said Compañia Sulera in any country of the world, but not

(page 7 of original)

the right to manufacture any products comprising Buna in any country of the world except the United States and Mexico.

- 2) That it will grant to General an option to insert either of the following clauses in said subsequent agreement at the time said agreement shall be executed:
 - a) That for a period of ten years next following the execution of such agreement it will pay to General (within three months following the end of each calendar year) a royalty of one per cent of the selling price of all Buna sold during the year in question in the United States to others (excepting Atlas Supply Company and its subsidiary and affiliated companies and General for their own use) for the same purpose and uses as those for which purchases are made by General, provided however, that such royalty shall be paid only as a rebate to General on account of and for credit against sales of Buna made to it during the year in question and in no event shall such royalty exceed 5% of the purchase price of all Buna bought by General from JASCO during such year.
 - b) That for a period of 10 years next following the execution of such agreement JASCO will sell Buna to General and its subsidiaries and to General's buyers, provided said company continues its contractual relations with General, at a price which shall be 5% less than the lowest price at which

(page 2 of original)

JISCO sales (sic) runs to anyone else in the United States for their own use, except General and Atlas Supply Company and its subsidiary and affiliated companies, for their use only, during the period of 3 months next preceding each such purchase by General and its subsidiaries and Commanis Mulers, provided, however, that, in no event shall such price to General and its subsidiaries and to Commanis Mulers be less than JISCO's cost price, of June, plus 10% .

In witness whereof the parties hereto have caused this agreement to be executed this 19th day of September 1933.

JISCO Incorporated

sgd. by Robert F. KELLEY,

President.

Attest:

sgd. H. F. SMITH
Secretary

Handwritten note:

For director Dr. WHE (sick)

Dr. WHE (sick) J. G. Indigkofen

r. 100

To Director Dr. WHE (See-office), Frankfurt on the Main,

Director r. 100

Frankfurt,

Director r. 100

Frankfurt on the Main,

Director r. 100

Frankfurt.

Your ref:

Your letter from:

See ref:

by

Initial ref:

14 July 1933

Central Office for Agreements.

Subject: Agreement ON BUNA between I.G. Farben and
 General Tire & Rubber Co.

Dear Sirs,

Enclosed we send you the draft of an agreement which I.G. Farben
 intends to conclude with General Tire & Rubber Co.

We raise no objections to the conclusion of the agreement.

Handwritten signature

14 July 1933

Very respectfully

1 enclosure.

I.G. Farben (11) 1124, with 10 signatures.

Handwritten: r. 25 July

Copy with enclosure to:

Retired Under Secretary of State r. von SIEGEN, Berlin,

Legal Department,

Frankfurt
 on the
 Main.

signature

Document No. 111 - ter 111111
ter 111111 Document No. 111111
and it ter 111111 No. 111111

Minister Lloyd, Department
Central Office for Licenses
Landschaften c/h.

Copy of 111111.

June 20, 1925.

111111 entered into this day of
..... 1925, by and between JAMES HENRY, a Louisiana corporation, hereinafter referred to as JAMES, and the GENERAL INVESTMENT COMPANY, an Ohio Corporation, hereinafter referred to as General,

WITNESSETH that

111111, JAMES has acquired from J. H. HENNINGSEN, a German citizen, hereinafter referred to as J. H., rights in respect of a product known for convenience as (1), which is known to be useful for certain purposes in the rubber industry; and

111111, JAMES desires to determine commercial uses for said product in the rubber industry; and

111111, General is engaged in the rubber business and in connection with such business manufactures tires, tire tread and the like and has facilities for conducting experiments to determine whether or not a certain product will be useful in the rubber industry; and

111111, General has certain subsidiary corporations and has manufacturing contractual relations with Compañia Sulzer S. A., of the Republic of Mexico, hereinafter referred to as Compañia Sulzer and it is the desire of the parties hereto that the benefits and advantages accruing to General under this agreement be extended to hereinafter provided to include Compañia Sulzer and the subsidiaries of General, so long as General has contractual relations with said company; and

111111, the parties hereto desire to conduct certain experiments and investigations with view to determine its commercial adaptation and use in the United States.

111111, 111111, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties have covenanted and agreed as follows:

I.

JAMES will furnish to General at General's factory at Akron, Ohio, and without cost to General, a certain lot of tires, (each lot to be approximately 500 tires), up to a total of approximately 5,000 tires. From time to time General will

(Page 2 of original)

notify JACO of the quantity of and it desires up to said limit of 5,000 pounds.

III.

At the request of General, JACO will obtain from I.G. which has filed a number of United States patent applications covering uses of and, and submit to General detailed information concerning and the uses which have been found for it. Furthermore, at General's request, JACO will, at its own expense, furnish a use report the title of which shall be "Use of in the Manufacture of Explosives" to the I.G. to know how regarding the quality and uses of and, to work with General for a period of one month.

III.

Under receipt of the quantity of and requested, General will:

(a) Proceed with reasonable diligence to make experiments and investigations such as its own judgment and desire to determine whether, and to what extent, and is suitable for the manufacture of tires, tire tubes, and appliances and repair articles therefor. All such experiments and investigations shall be at the expense of General provided, however, that JACO shall pay for the cost of one experienced technical man and his assistant in the laboratory for work in connection with the experiments and investigations to be conducted under this agreement (a), and further provided, that the total of such cost, as is hereby agreed by JACO, shall not exceed \$10,000.00 per annum, and such agreement shall extend for a period of only one year from the date of this agreement. Such agreement, however, may be extended by mutual agreement from time to time for such period or periods and upon such terms as may be agreed upon.

(b) To the extent that it is possible to do so without unduly interfering with other work being done by it, General will make available to JACO, if JACO so requests, such facilities, equipment and personnel of General's research and development department as may be necessary for further experiments which JACO may wish to initiate and have carried out in an effort to determine to what extent and in what commercially acceptable form and in what quantities, tires, tire tubes, and all other

(pg. 3 of original)

products, except those coming within paragraph (c) supra. The out of pocket cost of all experiments made under this paragraph (c) shall be borne by JACO.

IV.

(1) General will advise JACO from time to time of the progress and developments in connection with any experiments and investigations made by it under paragraphs (c) and (d) of Article III hereof, as soon as possible after the completion of its experiments and investigations under this agreement. General will furnish to JACO a complete and detailed report concerning the same. During the course of such experiments and investigations as soon as any invention or discovery is made by any of General's employees, JACO shall be given full participation with a formal title in order that it may obtain appropriate patent protection.

(2) Following receipt of the complete report of General referred to in paragraph (1) of this Article IV, JACO will decide whether and to what extent it should undertake the manufacture and sale of same.

V.

(1) General agrees that it will cause each of its employees assigned to perform any work in connection with the experiments and investigations to be undertaken by this agreement to disclose promptly and in writing to General all inventions or discoveries made by such employee or employees, and to assign and agree to assign to General all his right, title and interest in and to such inventions or discoveries.

(2) Any inventions or discoveries which may be made by any of General's employees in connection with any experiments and investigations made by General under this agreement shall be assigned to JACO, but General and its subsidiaries (which term shall mean wherever in this agreement any corporation in which General owns more than 50% of the stock having the right to vote for directors) and General's officers, so long as General has contractual relations with said company, shall retain a royalty free, non-exclusive, non-transferable license for

(page 4 of original)

the United States and Mexico under any inventions made by General's employees in connection with the experiments and investigations conducted under paragraph (a) of Article III hereof to the extent that such inventions relate to tires, tire tubes and accessories and repair materials therefor and the right to export any finished tires, tire tubes, and accessories and repair materials therefor comprising one to all countries of the free world. The license hereby reserved to General and its subsidiaries shall be assignable to the successors or assignees of the whole of the manufacturing business of General and its subsidiaries.

VI.

If, after JACO receives from General the report referred in paragraph (1) of Article IV hereof, JACO should decide to undertake the manufacture and sale of tires in the United States, then JACO agrees that it will meet with General's representatives and endeavor to formulate an agreement which, among other things, will provide for future cooperation between the parties and future use and sale of tires. In such agreement, provided General consents to purchase in commercial quantities, JACO will agree:

(1) That it will grant to General and its subsidiaries and to General's licensees, so long as General has contractual relations with said country, a non-exclusive, non-cancelable license to use and to make, use and sell products comprising tires, under all United States Patent relating to tires in respect of which JACO shall have the ownership or control in the event of giving the power to grant licenses thereunder, for the full life of each such patent, and the right to sell finished products made by General and its subsidiaries or said General's licensees in any country of the world, but not the right to manufacture any products comprising tires in any country of the world except the United States and Mexico.

(page 5 of original)

(2) That it will vest to General in option to insert either of the following clauses in said subsequent agreement at the time said agreement shall be executed:

(a) That for a period of five (5) years next following the execution of such agreement it will pay to General (within three months following the end of each calendar year) a royalty of one (1%) per cent of the selling price of all guns sold during the year in question in the United States to others (including sales by General and its subsidiary and affiliated companies and General for their own use, for the same purposes and uses as those for which purchases are made by General, provided however, that such royalty shall be paid only as a rebate to General on account of the credit against sales of guns made to it during the year in question and in no event shall such royalty exceed ten (10%) per cent of the purchase price of all guns bought by General from JASCO during such year.

(b) That for a period of five (5) years next following the execution of such agreement JASCO will sell guns to General and its subsidiaries and to General's agents, provided said company continues its contractual relations with General, at a price which shall be 10% less than the lowest price at which JASCO sells guns to anyone else in the United States for their own use, except General and its subsidiary and its subsidiaries and affiliated companies, for their use only, during the period of 3 months next following each purchase by General and its subsidiaries and General's agents, provided, however, that, in no event shall such price to General and its subsidiaries and to General's agents be less than JASCO's cost price, of guns, plus ten (10%) per cent.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed this day of 1933.

Attest:

JASCO Incorporated

Secretary

Y
President.

Attest:

The General Fire and Marine Company

Secretary

Y
President

Document Book VII - ter 115 and 116.
ter 115, Document No.
Shift it ter 115 to.

OFFICIAL RECORD

6 February 1945

I, S.A. FARMER, Civ., STD-20 052 hereby certify that
I am a duly appointed translator for the German and English
languages and that the above is a true and correct translation
of Document Book VII - ter 115, ter 116, Document No.
115 and 116.

S.A. FARMER
Civ., STD-20 052

Doc. Book VII ter Meer
Ter Meer Document No. 117
Exhibit ter Meer Nr.

Order
Nr.

I.G. Frankfurt
Sales Machine Chemicals, Department....

1

for 20345 Kg. Buna N

For sales department

4.- Volkseit = Z

District:

Ordered by:

Contract

Ordered by: Advanced Solvents and Chemical Co., 245 Fifth Avenue
New York/U.S.A.

Quantity: synth. rubber n. (In handwriting)

Containers:

Time of delivery: on 10 January 1934 from Rotterdam by steamer
Wleek 2-610

Despatch conditions:

Address, station, Declaration: Rubber known in Germany as
Directing note, Buna N (English in original)
Freight remark, for Volkseit = Accelerator

Declaration on bill
of lading.

Other conditions: Shipped by order of the Rubber Control
Station Leverkusen, which also is to be
charged with the expenses for the containers
and with business expenses.

Country of destination: USA
Value: not accounted for
Conditions of payment:
for experimental
purposes

Notification of shipping under Nr.... on....

stat. Cr. (2)

Plant of delivery:

Frankfurt a.M., the....

(To be filled in by the plant) Day of shipping: 6 January 1934

For car loads

sent

Tare marked on: kg

Weight of load kg

Capacity of holding...kg

Doc. Book VII ter Meer
Ter Meer Document No. 117
Exhibit ter Meer No.

Number and kind of containers (size in liters)	Mark and number	Weights gross	Price net	Amount of bill
---	--------------------	------------------	--------------	-------------------

I G

Perbeni Austria Aktiengesellschaft

Contents and container

(English in Original)

Made in Germany

	No. York	No.	No.	No.
3 cases				
10 rolls of Buna	90 0544	129		104
9 " "	90 0545	131		99,5
1 x 4 No. 42	90 0546	11,5		4.-

Insurance: Advanced expenses of transport

Transport: %

Storage: Dates for accounting of containers

Month: Account: a) Loading expenses % 20.-

Plant Product fr. line and 5.-

b) Business expenses for shipping
wooden cases 5.25

Landing fee

Measurements of packages:

(Only for overseas deliveries)

CHEMCO INC.

Rubber stamp: 17 May 1934

521 FIFTH AVENUE

Telephone

NEW YORK

Cable address

Murray Hill 2-5380

"MILITARY"

9 May 1934

I.G. Farbenindustrie Aktien Gesellschaft
Scientific Laboratory Rubber
Leverkusen - I.G. Farben

Synth. Rubber - U.S.

(Handwritten)

Re: B. U. S. C.

I send to you enclosed the report of the General Tire & Rubber Company of 27 April 1934 which gives a recapitulation of the work on Buna, done there in the last month.

It could be seen from the communications of Dr. STROEGER already at the beginning of last month that there was little prospect for developing a method of manufacturing tires from Buna by the way used by the General. Thereupon I took the opportunity of discussing at the very spot the plans for the further procedure at the General with the gentlemen concerned.

(Handwritten)

The General hoped that Buna could be given the properties of natural rubber to such a degree by the addition of softeners or in mixture with natural rubber that it could be processed by utilizing the normal equipment without a fundamental change of the machines. This working method did not give a serviceable result, as you will learn from the enclosed report; the General was not willing on the other hand to spend big money for big changes in its apparatuses, especially as the General

Page 2 of original

did not expect any particular success from it. Under these circumstances we considered it right to stop the work temporarily. The Standard was also in agreement with this decision. We took still the opportunity of discussing the situation together with Dr. DUISBERG, Dr. LOFF and Dr. STOEHLER and informed you of the result of this conversation by our cable of 30 April which we confirmed in the enclosure. We further confirmed enclosed your response by cable of 3 May which unfortunately did not arrive in time to enable Dr. STOEHLER of travelling by the steamer departing in the night from 2. to 3 May. Dr. STOEHLER will therefore return home with the steamer to-day. I informed you of it by the enclosed cable of 3 May. Dr. STOEHLER will be the best person to inform you of the details after his return.

We would still like to remark that the General is prepared at any time to resume the work with our synthetic rubber in spite of its temporary conclusion, in case that you produce a material with more favorable processing properties or are in the position to propose new methods, rich in prospects, for working on the material produced so far.

Very truly

Yours

signed: K. HOCHSCHMIDT

K. HOCHSCHMIDT

Enclosures

Dr. Br: S.

Ø to Dr. Ter MEER, Nitrogen director, Dr. STOEHLER, Dr. LOFF.

REPORT OF THE BOARD OF INVESTIGATION OF THE FIRE DEPARTMENT

NEW YORK CITY

April 27, 1934.

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 - 1. In the Mill Room.
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I.G. Leverkusen

Leverkusen, 8 June 1934

Conference of 6 June 1934 dealing with the work in
the field of synthetic rubber

Present: Director Dr. STOLZE

Herr ESCHWERT

Dr. LUDIG

BAUER

" EDLARD

OPPENHEIM

Dr. KLEIN

" BOCK

" STROCHLI

KOCH

" DEWITZEDT

" BUCH

I.) Synthetic rubber as starting material for the manufac-
turing of automobile tires.

STROCHLI gives a detailed and full report on the result of the experiments concerning manufacturing of tires from Butadiene (mixed polymerisate from Butadiene - Acronitrile) in the plants of the General Tire and Rubber Co., Akron (Ohio, U.S.A.). The result was that no tires could be manufactured from mixed rubber made from butadiene and acronitrile on its present quality due to the bad processing properties when the method of mixing and building up as used to-day in the rubber industry is applied. Due to the spontaneous heating of our product when worked upon in the fast running American rolling mills such a high temperature occurred that a substantial decrease in the quality of our product was the result. Neither was the object obtained by using softeners for plastifying our material. Benzoline, stearic acid and paraffin turned out to be the best softeners besides an addition of natural rubber (25 % and more). The processing properties on the rolls of our synthetic rubber are considerably less favorable than in the case of the Duprene rubber (heavily polymerisate of β -chloro butadiene). Unvulcanised Duprene and the

Page 2 of original

I.G. Lavarsen

mixtures, manufactured from it, are pronouncedly thermoplastic. The material is rather hard and inflexible (stiff) at room temperature, it shows plastic and can very easily be formed at higher temperatures only. This property makes it difficult to use the product for manufacturing purposes. DuPont wants to increase the production of Duprene to 500 tons a year by the end of 1934. The production costs for Duprene are reported to be approximately 6 \$ a pound; but Duprene is sold to the customer at 1.35 a pound.

The Americans are also very conservative toward new accelerators as far as the tire field is in question.

KOWALD mentions supplementary to SCHUCHT's report that it is true that Duprene has not yet reached the processing properties of natural rubber, but that it is far superior in this respect to the kinds of synthetic rubber, manufactured by us until now. On top of it is probably much cheaper and applicable much more universally (production of articles of high value without carbon black).

SCHUCHT asks whether Duprene loses hydrochloric acid. KOWALD remarks on this subject that loss of hydrochloric acid takes place to a small degree in the case of Duprene. Potassium Oxide is therefore added to the rubber mixtures, manufactured from Duprene in order to bind the hydrochloric acid; the manganese oxide, already used with advantage for the stabilization of chlorinated-rubber has proved a good stabilization substance. (V. our patent application I. 49 481).

Page 2 of original cont.

STODOLSKY points out that the aging properties of vulcanized products manufactured from Duprene are quite good according to the existing tests in spite of the loss of hydrochloric acid established in the raw material. The resistance against low temperatures, however, of the vulcanized products from Duprene is considerably worse compared to natural rubber and our mixed polyacetylenes. The heat resistance of Duprene, however, is better than in the case of natural rubber and goes parallel with the heat resistance of our synthetic products. This advantage, in connection with the easier processing, makes Duprene especially well suited for the manufacturing of friction mixtures for aircraft tires. (for trucks).

Page 3 of original

I.G. Leverkus

KONRAD: It was the object of STOECHELI's journey to America to find new methods for the given processing methods of synthetic rubber jointly with a technically far advanced rubber factory. However, the only result was so far the negative fact in the case of the General TIRE that the material cannot be processed with the technical equipment which the rubber industry has at its disposal.

STUCCO sums up and states: Our acrylonitrile rubber for itself is scarcely in question for the production of tires at the present moment, because it could not be processed by the methods which are used in the rubber industry so far. (The same goes also for other kinds of rubber which are produced by I.G. until now (BMA)).

Its plasticity would still have to be increased considerably. There exist ^{many} possibilities for this, according to KONRAD, if one does not aim at a product which ^{is} superior to the natural rubber, but wants only to obtain the physical constants of natural rubber. (Different direction of the polymerization, softeners, addition of natural rubber etc.)

STOECHELI has tried in America to use sulfur as plasticizer. According to HEUCK this is also ⁱⁿ question. BAYER points to the plasticizer for Mibron waxes made by SCHOTT (Scientific Laboratory II). But STOECHELI does not specifically point out that there still exist a great number of technical articles for which our pure and undiluted (100%) synthetic material can be used without considerable difficulties (rubber heels, conveyor belts, linings), though 70% of the imported raw rubber are consumed for the production of automobile tires.

II.) Oil-resistant rubber.

a) Teleprene and C.

Page 2 of original cont.

OPTH reports on the production of Thiopran A (condensation product from ^{5,2} dichloroethyl ether and Sodium Polysulfide) and Thiopran G (condensation product from Glycerine Dichlorohydrine and Sodium Polysulfide). The condensation is performed in an aqueous sodium in the presence of sodium Glyde or Sodium Sulfate. The condensation products resulting from this process are fine aqueous suspensions. The vulcanized products

F 6.4 of original

I.G. Leverkusen

from Thiopren A give products of good elasticity when mixed with carbon black and zinc oxide. They should according to KOTHE's opinion be well suited for certain uses. The following results from a comparison of Thiopren A and Thiokol:

	<u>Thiopren A</u>	<u>Thiokol</u>
Odor	weak	smells strongly, unpleasantly.
Processing properties	good	not so good
Vulcanization	gives vulcanised products without pores	Forming of bubbles, therefore porosity of vulcanised products.

STUEBE proposes that a sample of a few kilos of Thiopren A and G is sent to the Continental Gummiwerke Hannover. ORTNER considers an immediate shipment as too early, ^{as} several tests such as the heat resistance of the vulcanised products must still be studied. Work should also be done still on several possibilities for the application of Thiopren for the purpose of filling patent applications in these respects. Samples of the products shall then be sent to the Conti as soon as possible (1 July 1934), in order of getting practical experience.

KORAD remarks that the L. & C. department Ludwigshafen sent already samples of product X (condensation product of Ethylene Chloride and Sodium polysulfide) to the customers. As far as it became known practically everyone of the customers rejected this product so far on account of the unpleasant odor, the bad processing properties ^{and} the lack of heat stability.

b) Mixed polymericites from butadiene and increased contents of Acronitrile.

BOCK reports on the work for the manufacturing of mixed polymericites from Butadiene with increased contents of Acronitrile. Produced were mixed polymericites from Butadiene and 30, 40, 50 % Acronitrile. Their gasoline resistance increases in proportion to the increased nitrile contents. (Not the benzene resistance). STUEBE remarks in this respect that mixed polymericites, containing 40 % poly-acronitrile, were already tested several years ago for the production of oil resistant

Page 5 of original

T.G. Lovenkhusen

vulcanized products. However, the processing properties of these mixed polyacrylates deteriorate due to the increased acrylonitrile content.

5. Also of the mixed polyacrylates with increased content of polyacrylonitrile will be sent to Gatti for testing. Gatti will produce about 5 kg.

It is pointed out by STROSCHELI with respect to the use of other polymerization products for the production of oil resistant rubber that Dr. FORDAN (coloristic department Lu) who travels in the U.S.A. in matters of importance at the moment reported that KOWAL and HANS, Tübingen, works on the production of oil resistant rubber mixtures on the basis of terephthalic Poly-acrylic Acid Ester. KOWAL answers to it that this use is already described in the German literature of T.G. (Acrylonitrile - Esters of Poly-acrylic Acid). These oil resistant products are manufactured by the Gen. f. Chem. Industrie on the basis of the polyvinyl-alcohols.

c) Mixed polyacrylates, also Butadiene-Acrylonitrile-Thiophene
for the production of oil resistant rubber mixtures.

REUCK reports about the production of mixtures from synthetic latex and Thiophene suspensions. The mixtures can be produced in an extraordinarily simple way by stirring of the Thiophene suspension with the synthetic latex. A very coarse mixture of both substances is obtained this way by the subsequent coagulation. The coagulation can be effected in the usual way by acetic acid or by methanol. The oleic acid can be neutralized by sodium; the sodium salt is removed by washing with water. The processing properties of these products are good and considerably superior to that of the mixed polyacrylates alone.

KOWAL: The rubber products, manufactures from oil resistant materials, must for certain uses not contain anything which can be extracted by solution (e.g. machine tubing). Particular attention must be paid to this when manufacturing mixed nitril rubber and Thiophene. It is also necessary to test whether soluble parts are formed during the vulcanization only.

2 of original

I.G. Leverkus

No samples of the various oil resistant materials shall

yet be given immediately to the customers in general.

A certain protective period shall be reserved for the Conti.

(Regulation on accession of the I.G. rubber conference).

III.) Technical measures.

The Northern part of the building 2 12 is destined for the erection of the rolling mill for processing the polymerisates and for setting up the drier and rolling mill must be procured. The room in 2 12 where the polymerisation took place until now is cleared for the enlargement of the testing room of the accelerator for the customers and of the rubber testing station. The small polymerisation apparatuses and the rolling mills for mixtures of synthetic rubber shall also be set up in the Northern part of 2 12. A new laboratory rolling mill for mixtures will be obtained. IGBAD immediately submits plans and estimates of costs to STAGE.

As to the drier it is necessary to examine immediately: permissible dryer temperature, accessibility of air (danger of oxidation especially in case of humid air, closed system with nitrogen).

signed: HEUCK

Doc. Book VII ter Meer
Ter Meer Document No. 122
Exhibit ter Meer No.

I.C. Industriële - tienselischift Frankfurt (Main) 2
M. B. B. B.

Rubber Stamp: 13 July 1934

TO - B. B. B.

16 July 1934

Handwritten:

Copy the whole 30 pages
forwarded out in original

Rubber stamp:

16 July 1934

To: To
Handwritten: Director D. L. B. B.

for taking care of

please return.

S. B. B. B.

D. L. B. B.

together with letter No. I.C. Industriële - tienselischift

1. B. B. B. B.

Rubber stamp: Back to D. L. B. B.

D. L. B. B. B.

I closed I submit to you the report on the conference
with A. B. B. B. and C. B. B. of the first DuPont. As you can
see from it we received ^{shipment} of 100 lbs of material for experimen-
tal purposes. They will be directed to your laboratory in I. B. B.
Kuzen. As the 100 lbs of fixed polyethylene to be sent to
Washington as I request your instruction what product you
consider the right one for being sent.

Best sincerely

S. B. B. B.

Initials

Initials Handwritten: B. B. B. B.

Enclosure

Rubber Stamp:

Z. B. B. B.

Received: 23 July 1934

Initials 2226

Initials

Initials

18 J 17 1934

Conferences with Mr. J. Edgar Hoover on 18 J 17 1934 and 18 J 17 1934.

Director

18 J 17 1934

The same question was touched several times on occasion of the two days of the two gentlemen from DuPont who were here to discuss problems concerning latex. Mr. J. Edgar Hoover said that the commercial development of the same matters belong to the special working field of Mr. PROCTOR. The figures given by Mr. J. Edgar Hoover on the present production in USA were corrected, according to the the DuPont plant produces 15 - 18 000 lbs, but a new plant is under construction. Mr. PROCTOR pointed out the seriousness of the manufacturing process to which the closest attention must be paid, in particular in the area of the synthetic plant. It is the conviction of the gentlemen from DuPont that Deprene is in question for a long time only for such purposes where considerably improved properties in comparison with natural rubber justify the higher price. It could be concluded from a remark of the gentlemen from DuPont that the expenses, connected with the development of Deprene, are felt rather heavily.

A conversation where closer details were discussed occurred then on 18 July, and Mr. J. Edgar Hoover and the undersigned reported orally toward Mr. PROCTOR the ideas which were the subject of Mr. J. Edgar Hoover's discussion with Mr. TAYLOR in Oppau. Mr. PROCTOR asked on this occasion for information

Page 2 of original

whether I.C. is under obligation of exploiting its experiences in the field of rubber substitutes in U.S.A. jointly with the Standard Oil Co. This was answered in the affirmative. The undersigned pointed to the more recent work of I.C. which resulted in fixed poly-estates of excellent properties and seen also provides for the production of high grade automobile tires, besides such purposes where resistance against oils, greases etc. is in question. As the research costs of the I.C. also were very considerable in the past and continued to be so, it must eventually be considered, whether the whole field could not be fostered by a broad exchange of experiences between I.C. and Unipont. The idea was received with much enthusiasm by Messrs. FOTER and D. I.C. They took the occasion of pointing out that there are already important fields which are further developed by permanent exchange of experience between the two concerns, as for instance the field of powder and explosives on the basis of the Nobel contracts, the celluloid field, cellophane and recently Nitrocellulose. They stated that a free distribution of the spheres of interest would result, under supposition of an understanding or association with inclusion of the Standard Oil Co. This by extending to the American group essentially U.S.A., Canada and Mexico, to the German Group besides Germany the Central and Eastern European countries and finally by a special agreement with I.C.I., England and parts of the British Empire to the latter one. Details of the form of the contract

page 3 of original

were not mentioned; it was pointed to the existing contract between Dupont and I.G.I. as a possibility of a resolution. There exists according to this contract the freest exchange of experiences by mutual visits and inspections and of the patents, pertaining to the field of work, ^{which} are offered each other. A license compensation, regulated by contract, takes place in case the patents of the allied group are used.

C. SPOTTO will submit the matter to his board after return to U.S.A. in August. He asked whether we were prepared to extend such an agreement quite generally e.g. to all kind of derivatives of acetylene or to polymerization products based on acetylene. He answered that he thought to limit the field for the Merck group to substitutes for natural rubber. This, however, would not exclude the possibility of being extended gradually at a later time.

C. SPOTTO offered us the shipment of 100 lbs for testing (crossed out in original) large scale experiments. He directed this shipment to the rubber laboratory in Leverkusen. He declared our readiness to send to him in return an equal quantity of our mixed polyacetylene.

Rubber strip signed Dr. C. Spotto per "TER"

Doc. Book VII per Ser
Per Ser D. 120
Exhibit per Ser D.

Copy

Illegible handwritten line or word

Exhibit at 14:21 September 1934

Dir. D. / S. R. F. }
Return requested } h. n. written
crossed out in
original)
St

E.I. De Pont de Nemours & Co. Inc.
London, D. 120

September 5, 1934

Dr. Fritz ter Meer, Director,
I.G. Farbenindustrie
Leverhulsen - I.G. Farb.,
Germany.

My dear Dr. ter Meer:

I referred to our conversation in
Frankfurt in regard to cooperative plans for the develop-
ment and exploitation of cellulose and rubber-like
materials, we have submitted some thoughts to our
Executive Committee. I understand that you expect to
visit Wilmington in the Spring and we would be glad to
discuss this subject at that time. This would give both
of us an opportunity in the meantime to examine the
service which we are exchanging.

It is also our understanding
that before proceeding further with this conversation with
us it is your plan to make the arrangements with the
Standard I.G., which are necessary on account of
your present commitments to them.

Thanking you again for the many
courtesies shown to us during my recent visit to
Frankfurt and with all best personal regards, I remain

Very truly yours

(sua.) Fritz ter Meer
A. S. ter Meer

01 : 12

Doc. 3 of "II ter" - 67
Ter - 68 Dec 12
Exhibit ter - 68.....

Hubber stamp: To Herr
Laborating Files
Gesell. 3. 1. 1934
Station station files
last.

Hubber Stamp:

Hubber Stamp

Received: 24 September 1934

Label of Stamp:

I.G. F. - 1. 1. 1934
Gesellschaft Frankfurt (Main) 20
Hubber Stamp - 1. 1. 1934

to

23 September 1934

To be sent to Dr. W. W. W. W.

Leverhulme

In request

taking possession examination -
your attention - further
orders - return.

initials

Doc. Book III ter ter
Ter ter D. tent ter.
Exhibit ter ter ter....

SECRET

5 February 1948

I, Alfred E. 61, AG # 3580-1, hereby
certify that I am a duly appointed trans-
lator for the German and English languages
and that the above is a true and correct
translation of the Document Book III ter ter.

Alfred E 61

AG # 3580-1.

Affidavit.

I, Dr. Oskar Loehr, a resident of Leverkusen-Beyerswerk, Kaiser-Wilhelm-Allee 3, a German national, have been warned that I render myself liable to punishment in case of a false affidavit.

I hereby declare in lieu of oath that my statement corresponds to the truth, that it is being made voluntarily and without coercion, in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice in Wurzburg, Germany.

In October 1923, I took up employment with the Werdingen plant of the I.G. Farbenindustrie A.G. In the beginning, I was employed as a research chemist, later on as a specialist dealing with patent matters, from April 1927 onward as the head of the patent department Werdingen. In the fall of 1929, the I.G. Farbenindustrie sent me to the United States to work there both in the field of patents and of the technical organization of the General Aniline Works Inc., New York. Upon my return to Germany, I was in the fall of 1930, appointed a technical assistant to Herr Dr. Fritz von Loer, under him, I mainly dealt with matters connected with manufacturing and with licensing in the U.S.A.; I performed these tasks at first in Leverkusen, later on in Frankfurt on the Main. From 1932 onward, I became in this capacity conversant with all questions relating to the field of synthetic rubber, and from that time I handled under Dr. von Loer all questions connected with the testing and exploitation of S.B. in the United States. From 1935 to 1938, I accompanied Dr. von Loer on all his trips to the United States and I attended practically all conferences which he had there concerning Buna.

The attached photostat (3 pages) of a report on a conference dated 4 October 1935 which took place at the Standard Oil Co. has been taken from the original draft dictated by me and forming part of my office records.

Leverkusen-Beyerswerk
7 January 1948.

S. L. Oskar Loehr
(Dr. Oskar Loehr)

Certified: The above statement, confirmed by me, of Dr. Oskar Loehr of Leverkusen-Beyerswerk, Kaiser-Wilhelm-Allee 3, has been written before me on 7 January 1948, as confirmed and certified by me herewith.

Leverkusen-Beyerswerk
7 January 1948.

Sgt. Karl Bornemann
(Karl Bornemann)
Defence Counsel in Case VI
pending at the Military
Tribunal Wurzburg.

Certificate on the premises of the
Standard Oil Co.

on 4 October 1935

Attesting: Hearst, for Hear, Dickschneider, Lechr.

Use of a preliminary form by Hear explains that the production of synthetic rubber is being taken up in Germany as part of the production of substitutes forced on that country by Germany's lack of foreign currency. At present, it is contemplated to set up an experimental plant with a capacity of 100 tons per month. This experimental plant will not only clarify the various details and operations involved in the production, but it will also direct the attention of the manufacturing industry to the methods suitable for the processing of synthetic rubber which is not easily workable. Provided the latter problem can be solved, a considerable expansion of synthetic rubber production can be anticipated. In the mean-time, it must be remembered what the Butadiene-rubber is the first solution, or another polymer - a less expensive material - must be considered. German firms have addressed requests to Du Pont concerning the granting of a license on the polymer patents. However, Du Pont has up to date shelved these suggestions in consideration of the wishes of the I.G. it is intended to take up next week negotiations with Du Pont with a view to the grant of a license for the use of the patents in question in Germany. In the U.S.A., there exists no shortage of the foreign currency necessary for the purchase of natural rubber, so that this consideration does not apply, in the U.S.A., the rubber problem is, therefore, to be considered only in the light of the requirements of private economy. In these circumstances, and in view of the considerable difference in the price of synthetic and natural rubber, natural rubber can in the U.S.A. at present be replaced by synthetic rubber only in those fields in which the quality of natural rubber is unsuitable, these sectors of the market have already been covered by Du Pont to a large extent.

in this field, there is hardly any opening for the expensive Gutadione-rubber.

In Germany, intensive research work is being carried out in order to exploit the superiority which certain Gutadione-rubber compounds can claim in the manufacturing of tires, in comparison with natural rubber. A patenting process connected with the position of the Goodyear & Goodrich Oil some years ago can be referred to this, because the material is difficult to process and its use, is therefore, too costly, whereas the superiority of the material disappears partly or wholly, if nevertheless it is used in order to increase its workability. It is hoped that progress in this field, too, will be made in the course of the expanded production which will take place in Germany within a limited time span of years.

Howard does not object to the intended negotiations in Wilmington, but he has the above opinion on the chances of the exploitation of Gutadione-rubber in the U.S.A.

Howard mentions the possibility that by the addition of hydrogen to isoprene rubber the latter can be produced more cheaply than of the "oil stage - process" as till now used by the I. G. Farben. This statement in view of the present patent situation is rather advisable to keep the door open for negotiations with Du Pont in this field, in order not to prejudice possible future developments in the production of Gutadione-rubber.

Howard reports on a suggestion put forward by Mr. W.K. Vanderbilt of the well known firm W.K. Vanderbilt Co., which mainly deals in chemicals (and he specializes for vulcanization, carbon black, titanoxides etc.) used in the rubber goods industry, that firm scientific relations to Goodyear, I. G. Farben or Du Pont be established on his own expense. Experiments with our Gutadione-rubber, mainly aiming at the reduction of the expenses to the tires made of natural rubber.

Howard seems to be in favor of Mr. Vanderbilt's project but does not propose to reach an immediate decision.

Howard favors a strict co-operation with these parties in the field of vulcanization. As far as the processing of Gutadione polymers is concerned,

Document Book II for Book,
for Book Document No. 121,
Exhibit for Book No.

the suggestion might be considered at its proper time,
provided that an appropriate agreement is reached which
removes the possibility of the preclusion of rights by
past applications. At present, however, there is no
reason for co-operation with a third firm, because - in
contrast to the previous situation - the present new
divisions are in a very different sufficient opportunity for
studying the methods of research, the material.

Appendix.

1. Dr. Gisel Lechr, a resident of Leverkusen-Hagerwerk, Kreis Witten, Altes 3, a German national, have been warned that I shall be held liable to punishment in case of a false affidavit.

I hereby declare in face of oath that my statement corresponds to the truth, that it is being made voluntarily and without coercion, is true, to be submitted as evidence to the Allied Tribunal No. VI in the District of Justice in London, England.

In October 1923, I took up employment with the Waddington plant of the I.G. Farbenindustrie A.G. in the Saarland, I was employed as a research chemist, later on as a specialist dealing with patent matters, from April 1927 onward as the head of the patent department Waddington. In the fall of 1928, the I.G. Farbenindustrie Research went over to the testing Service to work there both in the fields of patents and of the technical organization of the General Aniline Works Inc., New York. Upon my return to Germany, I was in the fall of 1930, appointed a technical assistant to Herr Dr. Adolf ter Meer, major III, a highly built with letters conferred with manufacturing and with licensing in the U.S.A.; I performed these tasks at first in Leverkusen, later on in Frankfurt on the Main. From 1932 onward, I became in this capacity conversant with all questions referring to the field of synthetic rubber, and from that time I handled under Dr. ter Meer all questions connected with the testing and exploitation of patents in the United States. From 1935 to 1938, I accompanied Dr. ter Meer on all his trips to the United States and I attended practically all conferences which he had there concerning rubber.

On my trip in October 1935, I attended a conference in the premises of the firm Du Pont / Wilmington during place on 11 October 1935. I covered various items, including synthetic rubber. I dictated a comprehensive report on this conference. According to my office records covering the subject of synthetic rubber, this report reads as follows:

Conference in Wilmington, 11 October 1935.

Attending:

Mr. Swint	}	Du Pont
Mr. King		
Mr. Robinson		
Mr. Frotte		
Dr. Sparre		
Mr. Bridgwater		
Dr. Gabelmann		
Dr. Singer	}	I.G. Farbenindustrie A.G., Frankfurt
Dr. ter Meer		
Dr. Lechr		
Dr. J. Dursberg		New York,

Synthetic Rubber.

The oral agreement reached last year which, i.e., led to the exchange of 100 lbs. of Buna H, was briefly referred to. After this the qualitative and possible applications of the two types of synthetic rubber were discussed, and we were given the following data on Duprene:

Page 2 of original.

In the case of Duprene, the loss of hydrochloric acid takes place only when the material is exposed to sunlight. It was not made clear whether this loss is particularly noticeable in the case of specific articles, whether it can be neutralized by a later or small addition of an alkali, or whether a loss of hydrochloric acid occurs on the surface only, so that it does not affect the inner texture. It was, however, stated that textures covered with Duprene did not suffer any damage even when stored for years. It seems that no objections of this kind prevail with regard to the use of Duprene in tire construction. It was not possible to obtain information on the actual scope of Du Pont's activities in the field of tires. However, it appears that much attention is being devoted to these problems, and in particular to the production of tires designed for bad road conditions, in these road conditions, often prevailing in the foreign districts, the tendency of tires made of natural rubber to form cracks is felt as a particular nuisance. Recently, Du Pont has produced a so-called Duprene-latex mainly used in the production of covers and dipped goods. Non-cracked Duprene is mainly sold for these purposes in which oil resistance is essential; impervious layers and hoses were particularly mentioned. Our shipment of Buna has been tested in the laboratory. It was practically impossible to obtain the correct mixture of the additives on the laboratory rolls. The further processing of the very hard mixture, too, was not considered satisfactory. On the other hand it was admitted that solvents and oils caused less swelling in the case of Buna than in the case of Duprene. Even so, however, Buna does not seem to be superior to Duprene in this respect, because Duprene retains a stronger resistance after swelling than Buna. As to abrasion, no conclusive test results were available, because the comparative tests of Buna and natural rubber were carried out in mixtures with the same addition of carbon black, which was of course, not bring out the real qualities of Buna properly. Confronted with this rather negative opinion, we explained the present state of the experimental work done in Germany in the field of tires. We pointed out that by adding the necessary amount of softeners and by relinquishing the superiority with regard to abrasion partly or wholly, it is possible to produce a tire, made of Buna, the quality of which is equivalent to that of a tire made of natural rubber, though, of course, at a higher price and involving higher processing costs. This statement seemed to make a rather strong impression. We then gave a full explanation of the contrasting aspects applying to the production and exploitation of synthetic rubber in Germany, where the shortage of foreign currency is the predominant consideration, and in the U.S.A., where conditions are absolutely different. As far as the U.S.A. are concerned, we expressed the opinion - shared by Standard Oil - that the use of synthetic rubber would for the time being - maybe for years - remain restricted to those fields in which natural rubber is unsuitable. In this case, only Butadiene rubber would make itself felt as a competition against Duprene. Neither we nor Standard Oil intend such a drive against Du Pont. In Germany, on the other hand, conditions have already caused us to invest considerable funds in synthetic rubber, so that the possibility of including Duprene - beside Butadiene rubber - in our experimental

Page 2 of original

work would be of great interest to us. Our statement that in the U.S.A. no competition by Butadiene rubber is to be expected for a measurable space of time, was received with evident satisfaction. On the other hand, the representatives of D. I. G. repeatedly stressed our close relationship to Standard Oil and the fact that we are in consequence not in a position to concede to D. I. G. a predominant role in the U.S.A. with regard to Butadiene rubber. The outcome of the discussion was that D. I. G. is willing to grant licenses for the use of the Degussa patents in Germany, provided that the exchange of the experiences resulting is agreed on, but only under the condition that

1. D. I. G. obtains protection from any competition of Butadiene rubber on the American market,
2. that an appropriate equivalent in lieu of royalties for the German licenses can be found, because cash payments are of no interest in view of the uncertainty prevailing with regard to the transfer of cash. On occasional query regarding the experiences of D. I. G. in the field of the hydrogenation of vinyl acetylene into Butadiene was not answered in detail. It appears that no research has been devoted to this reaction for a number of years. It will be ascertained whether a German patent application for the hydrogenation exists. Later in the day,

Dr. WISEMANN informed Dr. HOFFMANN on the German patent situation with regard to vinylacetylene. It was agreed that this question will soon be discussed more fully. A special report will be submitted on the inspection which took place in the afternoon of the Dörmter plant, including the Degussa plant.

I hereby confirm that the above excerpt literally corresponds with the original draft which forms part of my office records.

Leverkusen-Bayerwerk
7 January 1948

sgd. Oskar LOHR
(Dr. Oskar LOHR)

Certification: The above signature, confirmed by me, of Dr. Oskar LOHR of Leverkusen-Bayerwerk, Kaiser Wilhelm Allee 3, has been written before me on 7 January 1948, as confirmed and certified by me herewith.

Leverkusen-Bayerwerk
7 January 1948

sgd. Karl BORNEHANN
(Karl BORNEHANN)
Defense Counsel in Case VI
pending at the Military
Tribunal Bamberg.

Affidavit.

I, Dr. Oskar Lechr, a resident of Leverkusen-Bayerwerk, Kaiser Wilhelm Allee 3, a German national, have been warned that I render myself liable to punishment in case of a false affidavit.

I hereby declare in lieu of oath that my statement corresponds to the truth, that it is being made voluntarily and without coercion, in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice, Munster, Germany.

In October 1923, I took up employment with the Uerdingen plant of the I.G. Farbenindustrie A.G. In the beginning, I was employed as a research chemist, later on as a specialist dealing with patent matters, from April 1927 onward as the head of the patent department Uerdingen. In the fall of 1929, the I.G. Farbenindustrie department sent me to the United States to work there both in the fields of patents and of the technical organization of the General Aniline and Soda Corp., New York. Upon my return to Germany, I was in the fall of 1930, appointed a technical assistant to Herr Dr. Fritz ter Meer, under him, I dealt with matters connected with manufacturing and with licensing in the U.S.A. I performed these tasks at first in Leverkusen, later on in Frankfurt in the U.S. From 1932 onward, I became in this capacity conversant with all questions relating to the field of synthetic rubber, and from that time I handled under Dr. ter Meer all questions connected with the testing and exploitation of Buna in the United States. From 1935 to 1938, I accompanied Dr. ter Meer on all his trips to the United States and I attended practically all conferences which he had there concerning Buna. The attached photostat (4 pages) of a memorandum concerning several conferences held in the U.S.A. in October/November 1935 has been taken from an original available in the records of the late Dr. Martin Müller - Gersdorf, Oppau. The memorandum was jointly drafted by Dr. ter Meer and myself in November 1935. The diagram mentioned on page 2 line 7 is also attached.

Leverkusen, 8 January 1948.

s.d. Oskar Lechr.
(Dr. Oskar Lechr).

Certification: The above signature, confirmed by me, of Dr. Oskar Lechr of Leverkusen-Bayerwerk, Kaiser Wilhelm Allee 3, has been written before me on 7 January 1948, as confirmed and certified by me herewith.

Leverkusen, 8 January 1948.

s.d. Karl Bornemann
(Karl Bornemann)
Defense Counsel in Case VI pending at
the Military Tribunal Munster.

On 18 and 31 October, Dr. Sperry had a discussion with Howard and Dr. Beckelshwander concerning the grant of a license on the acetylene process operating by way of an electric arc, for the time being with special reference to the acetyl cellulose plant in Waynesboro, Va. At this occasion, Dr. Sperry stated that Du Pont does not take any interest in our cellulose acetate process; neither it is contemplated to apply the Knapsack phosgen process to acetic anhydride, as there is no sufficient market in Waynesboro for hydrochloric acid. These processes, therefore, cannot be considered suitable equivalents for the granting of a license on the Garman Duprene patents. Discussions with Clark and Howard ensued with a view to finding a way of complying in a measure with the demand of Du Pont that their Duprene interests in the U.S.A. should be safe-guarded. Although Standard Oil are not interested in the situation in Germany, Clark and Howard voiced, in principle, their readiness to make a contribution of their own toward the overall solution of the problem; however, Howard suggested to have first a full discussion of the cost price of Butadiene rubber compared with Duprene; in this connection, he mentioned that in the U.S.A. it might be possible to produce Butadiene more cheaply by catalytic dehydrogenation. He referred to the results achieved in the laboratory of the Union Oil Products Co. in Chicago by Ipatiev and his collaborators by dehydrogenation of "n"- or isobutane, thus reducing them to the corresponding Butylenes. This subject was also discussed with Frolich, the former head of the research laboratory in Bayweg (see enclosure 5).

-2-

Although no exact data on the production of Butadiene from Butane were available, calculations were carried out with regard to Buna K 85, 4 and S, based on a Butadiene price, which may perhaps be obtainable, of 5 ¢ or 3 ¢ per 1 lb. of Butadiene (price of Butane $\frac{1}{2}$ ¢ per 1 lb.) At the same time, calculations concerning Isoprene were carried out, based on the cheapest acetylene price which can be attained if the electric-arc process is applied.

As shown by the attached diagram, Isoprene costs 14 ¢ per lb.; this estimate is based on an acetylene price - which may now be obtained in the U.S.A. - of 2.6 ¢ per lb. (16.5 pf. per cubic centimeter), and on the assumption that it is possible to produce vinylacetylene directly from the diluted acetylene produced by the electric arc - process. If this figure is brought into proportion to the specific gravity of natural rubber and Buna respectively, the result is a comparative cost price of 18.2 ¢ per lb. In contrast, Buna 4 and S - produced on the same basis via vinylacetylene - would have a cost price of 35 ¢ and 29 ¢ per lb. respectively; the four-stage process would result in cost prices of 44 ¢ and 40 ¢. Even based on a Butadiene price of 5 and 3 ¢ per lb. respectively, which may possibly be attained, the price of Buna K (26 and 24 ¢ per lb. respectively) is still higher than a quantity of Isoprene of the same specific gravity; the cost price of Buna S and K 85 - the quality of which is nearer to that of Isoprene - would be 22 ¢ and 20 ¢ per lb. respectively (Buna S) and 12.7 ¢ and 10.6 ¢ per lb. respectively (Buna K 85). In the case of the two mixed polymerisates Buna K and S, even the very cheapest Butadiene price is not of a decisive effect, as even by the cheapest cost estimate the prices for acronitril and/or styrene are too high.

Page 3 of original.

These figures show that Butadiene rubber can in the U.S.A. compete with Duprene only if new direct processes for a very inexpensive reduction of Butadiene can be developed; in this respect the inferior processing qualities of Butadiene rubber as compared to natural rubber have not even been considered. A comprehensive discussion with Howard on the calculations underlying the cost prices mentioned above resulted in the unanimous opinion that it is impossible for a measurable space of time to launch Butadiene in competition with Duprene. This consideration, and the 1 patented process by Du Pont to the Butadiene process via Mono-Vinylacetylene - which is protected in the U.S.A. - were the reasons for which Howard (after discussion with Mr. L.) agreed to the following proposal:

A company shall be established for the exploitation of Butadiene rubber in the U.S.A. Standard Oil, I.O. and Du Pont shall acquire one third each of the capital. Each party shall contribute by transferring to the company its patents, processes and experiences in the field of Butadiene and Butadiene rubber. If production is started, reasonable royalties shall be paid to the contributing parties (Esso or Du Pont respectively). The by-laws of the company shall provide that production may only be started if it can be done on a reasonable economic basis, for instance in case the cost price of Butadiene rubber becomes equal or cheaper compared to that of Duprene, or if - in case of a high cost price - superiority in certain applications (e.g. tires) is reached. It shall not be the purpose of the company to launch an inferior product in order to compete with Duprene.

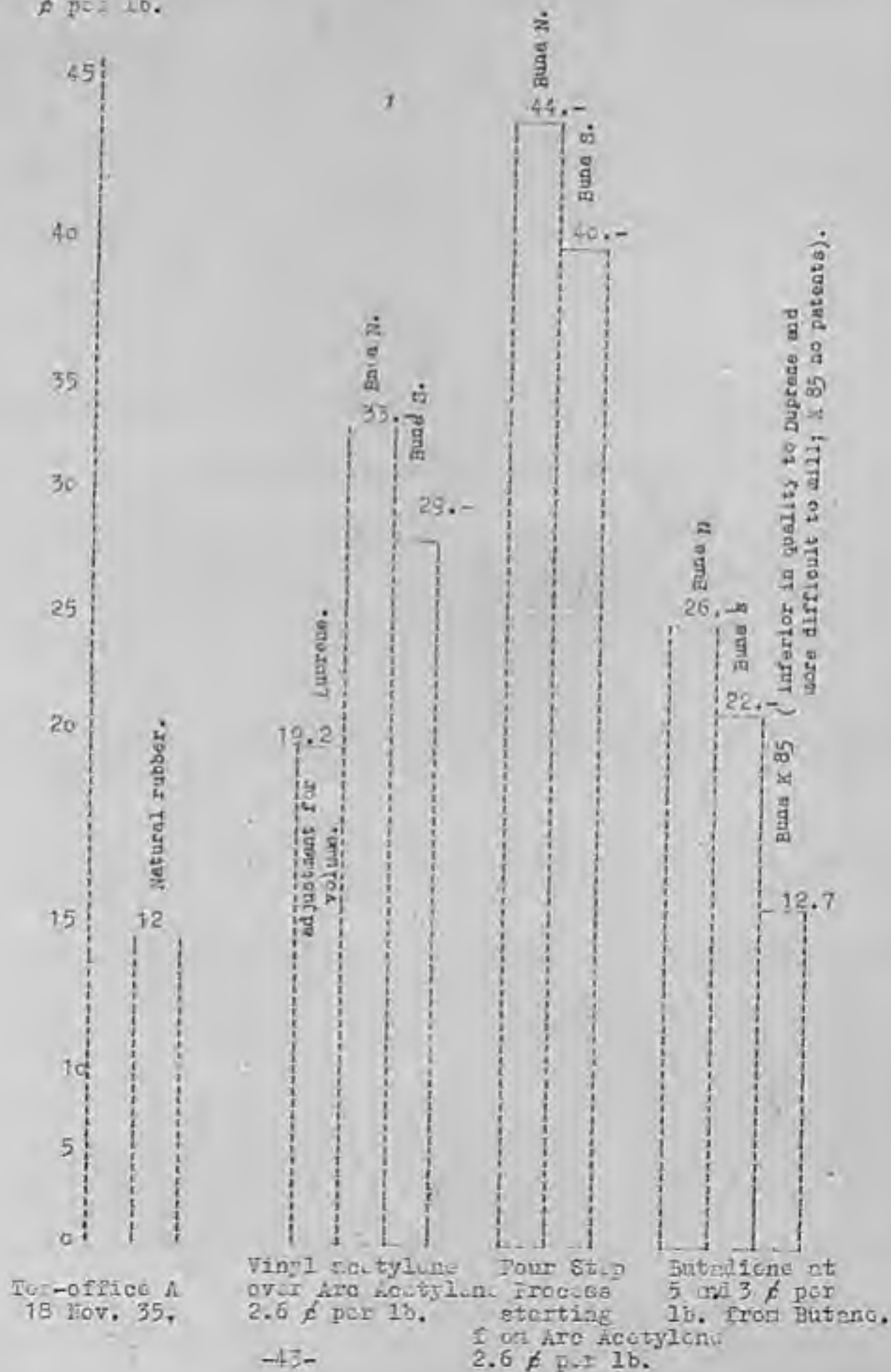
Page 4 of original

The above suggestion does not give Du Pont any terrible equivalent for the licensing of their Green Dacron patents, particularly if it is considered that large scale production of Dugrane in Germany may be expected at an early date. As it is impossible to guarantee the transfer of royalties to Du Pont, it is of utmost importance to find a suitable equivalent in the technical field. In this connection, the question of possible co-operation of I.G. and Du Pont in the field of other polyvinylates (substitutes) was discussed with EDWARD and ROBERT LINDER. As far as the existing agreements with Standard Oil are concerned, it was stated that substitutes such as, e.g., polyvinylchloride, do not come under the Jones agreement in our opinion; in spite of this, we stated that we had contemplated to contribute our processes in the field of polyvinylchloride, as far as the U.S.A. is concerned, in order to make use of the acetylene yielded in B. & R. unit. After a comprehensive discussion, it was agreed upon that weighty objections existed to the production of polyvinylchloride in B. & R. Europe. It is all the more easy for Jones to waive this point, as it has been decided to convert the Edison electric arc plant into a plant for the production of acetic acid (of a daily capacity of 30 tons of glacial acetic acid), and furthermore have use royalties on a large scale for the electric arc-process are expected from Du Pont.

U.S.A.

Figures in ¢ per lb.

¢ per lb.



Affidavit

I, Dr. Oskar LOEHR, a resident of Leverkusen-Bayerwerk, Kaiser Wilhelm Allee 3, a German national, have been warned that I render myself liable to punishment in case of a false affidavit.

I hereby declare in lieu of oath that my statement corresponds to the truth, that it is being made voluntarily and without coercion, in order to be submitted as evidence to the Military Tribunal No. VI in the Place of Justice, Nurnberg, Germany.

In October 1923, I took up employment with the Wurdinger plant of the I.G. Farbenindustrie A.G. In the beginning, I was employed as a research assistant, later on as a specialist dealing with patent matters, from April 1927 onwards as the head of the patent department Wurdinger. In the fall of 1929, the I.G. Farbenindustrie management sent me to the United States to work there both in the fields of patents and of the technical organization of the General Aniline Works Inc., New York. Upon my return to Germany, I was, in the end of 1930, appointed a technical assistant to Herr Dr. Fritz ter Meer; under him, I mainly dealt with matters connected with manufacturing and with licensing in the U.S.A.; I performed these tasks at first in Leverkusen, later on in Frankfurt on the Main. From 1932 onward, I became in this capacity conversant with all questions referring to the field of synthetic rubber, and from that time I handled under Dr. ter Meer all questions connected with the testing and exploitation of Buna in the United States. From 1935 to 1938, I accompanied Dr. ter Meer on all his trips to the United States and I attended practically all conferences which he had there concerning Buna.

The attached photostat (2 pages) of a conference held on 29 October 1935 with Herr POLICH, a member of the Buna Com. in New York, has been taken from an original report available in the records of the late Dr. FRIEDRICH VOLLER - GIBBADI, Oppau. This original report was dictated by me at that time.

Leverkusen-Bayerwerk
8 January 1948

sigd. Oskar LOEHR
(Dr. Oskar LOEHR)

Certificat to: The above signature, confirmed by me, of Dr. Oskar LOEHR of Leverkusen-Bayerwerk, Kaiser Wilhelm Allee 3, has been written before me on 8 January 1948, as confirmed and certified by me herewith.

Leverkusen-Bayerwerk
8 January 1948

sigd. Karl BOETTCHER
(Karl BOETTCHER)
Defense Counsel in Case VI
pending at the Military
Tribunal Nurnberg.

Conference with Dr. FROLICH, Standard Oil Co., Bayway on
29 October 1935

Present: FROLICH, ter MEER, HOCHSCHILD, VISSEL, LOHR.

FROLICH reports about his recent visit at the Universal Oil Products Co. in Chicago. Excellent yields of the corresponding butylenes were recently obtained, when Butenes were dehydrogenated, by the selection of suitable catalysts. 25 - 30% of butylene respectively isobutylene obtained in one charge. The olfines are eliminated from the gas circulation by polymerisation to di- and trimers by means of diluted sulfuric or phosphoric acid. The total yield on butene is around 85 - 90 %. The di- and trimers of the butylene is either decomposed to the monomeric butylenes by bauxite and then polymerised again (Oppanol), or the linear butylene is separated from the trimers by distillation for the production of octene and then hydrogenated again. FROLICH doubts HOERD's assumption that this process can be applied to butadiene. Even if butadiene should be formed to some extent by directing suitably the dehydrogenation of the butene, a separation as in the case of the butylenes cannot take place, as the polymerization leads again to higher polymers which cannot be decomposed. FROLICH thinks it rather unlikely on the basis of former researches that butadiene can be obtained in good yield from hydrocarbons by the loss of hydrogen. The favorable temperature range for the formation of butadiene should lie between 600 and 900° C for reasons of thermodynamics; but the butadiene is immediately changed to terlike highpolymer products at these temperatures. The formation of butadiene at low temperatures is so small that the elimination from the circulation and the separation from the accompanying substances butene and butylene seems to be hardly promising from the economical point of view though it appears that it can be carried out technically. Concerning the starting material it is pointed out that only n-butene which is made out of natural gas would be in question for the manufacturing of

Page 2 of original

butadiene. Butan which derives from the cracking of oils consists mainly of isobutane. Attention must be paid to the fact that n- and i-butylene result at the same time, when the dehydrogenation of butane is carried out, and that it is possible that only n-butylene is in question for the formation of butadiene. It is possible that pure n-butylene, if available in sufficient quantities, is a suitable starting material for the dehydrogenation to pure butadiene. The possibilities of the formation of butadiene, were also discussed, including the synthetic methods (four step process, hydrogenation of isopropyl acetylene), further on the Ipatiev process from alcohol and finally the possible formation of butadiene by condensation of ethylene and acetylene, as also the hydrogenation of 1,3-cyclohexadiene.

BARRETT suggests that large-scale experiments for the production of butadiene should be started in 1941 as well as in 1940.

Document Book VII for Hear.
for Hear Document No. 123-124
Exhibit for Hear.....

CERTIFICATE OF TRANSLATION.

6 February 1948.

I, Ernst Schaefer, DPO 26165, hereby certify
that I am a duly appointed translator for the
German and English languages and that the above
is a true and correct translation of the
Document Book VII for Hear.

Ernst Schaefer
DPO 26165.

Affidavit.

I, Dr. Oskar LOHR, living at Leverkusen-Bayerwerk, Kaiser-Wilhelm-Allee 3, a German subject, have first been warned that I am liable to be punished for making a false affidavit.

I declare in Hon of oath that my statement corresponds with the truth and was made voluntarily, without coercion in order to be submitted as evidence to Military Tribunal VI, Palace of Justice, Saarburg, Germany.

I entered the Herdingen plant of I.G. Farbenindustrie A.G. in October 1923 and worked there first as a scientific chemist and later on as expert for patent questions (starting 1927 as director of the Patent Dept. Herdingen). In the fall of 1929 I was sent by the Directorate of Farben to the United States to act there in the sphere of patents and within the field of technical plant organization of the General Aniline Werke Inc. New York. After I had returned to Germany at the end of 1930, I was assigned to Dr. Fritz ter Meer as technical assistant, and had to work out for him, at first at Leverkusen and later on at Frankfurt a.M., questions dealing with manufacturing and licenses in the U.S.A. from 1932 on I became engaged, in this capacity, in the field of synthetic rubber, and since then I worked for Dr. ter Meer on all matters concerned with the examination and utilization of Buna in the U.S.A. In 1935 and 1936 I accompanied Dr. ter Meer on his trips to the U.S.A. and took part in nearly all of his conferences he held there in connection with Buna.

The enclosed photostatic copy (comprising 7 pages) of a conference with Du Pont at Wilmington on 4 November 1936 was taken from an original memorandum found in the files of the late Dr. Martin WEINMANN-O.R. 1, Oppau. This original memorandum was dictated by me at that time.

Leverkusen, 8 January 1948

(signature) Oskar Lohr
(Dr. Oskar LOHR)

Certificate of authenticity: The above signature, recognized by me, of Dr. Oskar LOHR, living at Leverkusen-Bayerwerk, Kaiser-Wilhelm-Allee 3, was appended before me on 8 January 1948, and is herewith certified and attested to by me.

Leverkusen, 8 January 1948

(sic) (signature) Oskar Lohr
(-Carl Bornemann)
Defense Counsel in case VI
at the Military Tribunal Saarburg.

Conference on 4 November 1935 at Wilmington.

Present: Robinson)
 Frotte)
 Chambers) Du Pont
 Gabelmann)
 Bridgester)
 Swint)

 tor Meer
 U. Linsberg
 Loehr

tor M&M first deals with Du Pont's demand for protection against the competition of Butadiene rubber on the American market. He points out that pure Butadiene, so far, is available only by a purely synthetic process, and that any competition in price is therefore out of the question for some time to come. The experiments in the field of Butadiene rubber were mainly aimed to develop products superior to natural rubber and Dyprene in order to justify higher sales prices. Referring to the patented Du Pont method of manufacturing Butadiene from Vinylacetylene he suggests jointly with Standard Oil, to co-operate with Du Pont in the field of Butadiene rubber in the U.S.A. (see memorandum 5, page 3). Moreover, he points out the importance of Jasco being granted a license for the acetylene process, which in our opinion is the cheapest, for further development of Dyprene.

On the suggestion to give Dupont a third of the shares of a company which was to be founded for the exploitation of Butadiene in the USA, ROBINSON replied, that this suggestion would not provide Dupont with the privileges which it expected in connection with a protection of its Dyprene interest. For the rest, no additional claims would be raised, as Dupont is well aware of the fact that I.G. after the capitalization of its rights within the JASCO would no longer have the exclusive right of disposal and the suggestion in general is a considerable concession on the part of Standard Oil and I.G.

(page 2 of original)

With regard to the question of compensation, ROBLSON remarks that the above-mentioned suggestion could in no way be regarded by Du Pont as a compensation for a license on the German Dupreneo patents, especially since a provision was made that the company which is to be founded, should in addition pay royalties to the patent holders. The reply to this is that the expectations and possibly also the extent of Dupreneo manufacture and the manufacture of Butadiene rubber in the USA, would differ on such a scale that the two respective agreements could hardly be drawn up on another basis than the payment of royalties, keeping in mind, however, that these royalties would, of course, only be moderate.

The question of licensing the dupreneo patents for Germany was then taken up in every detail. The major point of discussion was the objection raised by Du Pont already during the first conference namely the impossibility of having a transfer of royalties from Germany guaranteed. In the endeavor to compensate these royalties, wholly or partially, by Farben turning over to Du Pont suitable objects for exploitation in the USA, also against a payment of royalties, reference was made to the extensive work of Farben in the field of plastics, and it was proposed to come to a gentleman's

(page 3 of original)

agreement with Irgon whereby Irgon agrees not to offer patents and processes to any third party in the USA without having first given Du Pont the opportunity of purchase, taking it for granted that a corresponding gentlemen's agreement is drawn up in favor of Irgon in Germany. Although neither side committed itself on this proposition, reports were given on the progress made in the field of Polystyrene and Polyvinylchloride, and especially on the significance of Polyvinylchloride as a possible substitute for celluloid which should interest Du Pont for the Visceloid Co. The patent situation was briefly mentioned; in regard to Styrene it is largely a matter of us disclosing part of our technical experiences, in view of the patents held by the Lehigh Chemical Co. We were told --as we did not expect at all-- that the Lehigh Chemical Co., owned by the U.S. Rubber Co., cannot be considered a member of the Du Pont concern. The 25% share held by some members of the Du Pont family in U.S. Rubber was a mere private matter, and there was even a strong competition between Du Pont and Lehigh, as for instance in the field of vulcanization-accelerators. The technicians, who were present, had no favorable opinion on Polyvinylchloride; they referred to the ground covered in this connection by U.C.O. (Vinylite) and Goodrich (Keresol). Both products had not attained any importance in the American market. With regard to substitutes for celluloid, ROBINSON asked whether our products could be considered for splinterproof glass as this was the main field of application for celluloid in the USA. Mention must be made of an opinion put forth by Du Pont that celluloid is steadily losing

(page 4 of original)

in importance, and that it was only a matter of time until it was completely replaced, considering the progress made in the field of plastics. In reply we only briefly referred to our not insignificant manufacture of Polyvinylchloride in the form of M.P. material and to our latest results with Polyvinylchloride C and with Polyvinylchloride which had not been re-chlorinated. As no representatives of the Viscoloid Co. were present, Du Pont was invited to send specialists to Germany in order to discuss the matter more fully there.

ROXTO shows a renewed interest in our work covering methyl- and methyl-cellulose soluble in water.

In regard to the transfer of royalties from Germany, ROBINSON asked if it was not possible to obtain a binding guaranty from the German government, since the initiation of Duprene manufacture in Germany would mean a saving in foreign currency formerly paid out for imported natural rubber. We in turn pointed out the acute shortage of foreign currency in Germany and expressed our doubt whether a permanent guaranty could be fulfilled - even if a guaranty of transfer could be obtained from the government for the present - since any emergency, as for instance a poor harvest, might necessitate an embargo on transfers, including such payments. The gentlemen of Du Pont then pointed out that Berlin had current claims from imports to the USA which would guarantee the payment of royalties. Even this project can only be carried out with the consent of the German government.

The following rates were set by Du Pont on a license for the use of present and future German patents and the Du Pont know-how:

(page 5 of original)

up to 200,000 lbs. dyprene per month	4 ¢ per lb.	Hiowland
from 200-500,000 lbs. " " "	3,5 ¢ " " "	royalty
from 500-1,000,000 lbs. " " "	3 " " " "	"
from 1 - 2,000,000 lbs. " " "	2,5 " " " "	"
over 2,000,000 lbs. " " "	2 " " " "	"

The Hiowland royalty mentioned in the above license rates represents the license fee Du Pont has to pay to Father Hiowland, the inventor of Vinylacetylene; this rate has been fixed according to the production and amounts at present to 55 ¢ on each pound of Dyprene. We declined to negotiate on the above-mentioned rates - which can not be called inadequate in view of the present sales price of \$ 1.05 per lb. in the USA - and definitely pointed out that, in view of the entirely different situation prevailing in Germany which demands a far lower sales price, we had considered royalties of 1 ¢ per lb. Regarding the royalty payable to Hiowland, DUISBERG pointed out that a considerable lowering of the Hiowland royalty was expected for German production because the Vinylacetylene patents are hardly valid in Germany, if not altogether non-existent. We then proposed, in addition, that we were ready to sign a license agreement in such a form as to provide an exclusive license for a period from 3 to 5 years, and that, in case no fixed minimum production had been reached after this period, Du Pont should then have the right to grant further licenses in Germany if our payments for a license which then is no longer exclusive, are decreased.

(page 6 of original)

The agreement should be drawn up for the length of time the German patent on the Polymerisation of Chlorobutadiene is in force, in which connection a mutual exchange of experiences including utilization and processing should take place. As to the geographical delimitation, Du Pont asked the maintaining of the existing patents which apparently exist in all European industrial countries. A list of foreign patents will be transmitted to Dr. DUISBERG. We discussed the possibility of exports into such European countries as can be considered normal consumers of German chemical products, viz. Holland, Switzerland, Austrian succession states, Poland, Roumania, the Balkans, Scandinavia. Serious objections apparently do not exist; but it was pointed out that I.C.I. was to be considered as a subsequent producer of Duprene, so that the export question could not be solved without I.C.I. The fixing of prices for exports from Germany will probably have to take place in agreement with Du Pont and I.C.I. Our demand, which was considered obvious, that finished Duprene products could be exported without restriction, was admitted.

At this stage the negotiations were suspended, as it is necessary in the first place to determine the possibility of using Duprene on the German market and to create the required prerequisites for final negotiations with Du Pont.

(page 7 of original)

Mr. Bridgwater was invited to visit us in Germany, possibly accompanied by a rubber expert, in order to inform him of the extent of our research work, to awaken Du Pont's increased interests in our co-operation in the Duprene sphere, particularly as regards its utilization, and to promote understanding for the peculiar German situation. It was planned on both sides to resume the negotiations in the spring of 1936.

Document Book VII TIR AGER
Document No. 125 TIR AGER
TIR AGER Exhibit No.

CERTIFICATE OF TRANSLATION

5 February 1948

I, S.A. HAMBURGER, STO 20 062, hereby certify that I am
a duly appointed translator for the German and English
languages and that the above is a true and correct trans-
lation of the original document.

S.A. HAMBURGER
STO 20 062.

Director F. ter Meer.

New York, November 8, 1936

Frank A. Howard, Esq.
President, Standard Oil Development Company,
26 Broadway, New York.

My Dear Mr. Howard:

I wish to thank you for your letter of November 1st. In the meantime we had our discussions at Wilmington about which Dr. Kochschwender has informed you in a brief way. We have succeeded in obtaining from the gentlemen of the du Pont Company an outline of their ideas about a license on their German patent rights for Duprene although the terms of that license are in their present form not acceptable to us and must be subject to further discussion.

In particular I wish to give you a summary of what we said about the position in this country. I brought forward the suggestion that a new company in which Standard Oil Company, du Pont and I.G. were to have one third interest should be formed to take care of butadiene rubber in the U.S. Each party would bring its patents, processes and "know how" in the butadiene and butadiene rubber field to that company and the company when operating under the patents and processes in question would pay a fair royalty to the original owners of the patents and processes. Moreover some provision should be inserted in the agreement to secure that operations in the butadiene rubber field should not be carried out on a mere price fighting basis against Duprene, but rather on a sound economical basis, for instance, manufacture

(page 2 of original)

should start only if and when butadiene rubber would prove equal or lower in cost than Duprene (which is not likely to come) or butadiene rubber would have particular merits in certain fields of application.

As regards the Arc process I pointed out that Jasco would not only license at present the Arc process for the Wainaboro Plant but that Jasco would be willing to make that process available for butadiene rubber as well as for Duprene, if the broad agreements considered for the rubber field should come into existence.

These were in fact the main points of our discussion. Just before leaving Mr. Crane suggested that it might be a good idea to have a private discussion with you. You may therefore expect a call from Mr. Crane before long.

The chart which I submitted to you in our last discussion is attached hereto.

With my best personal regards, I remain

Sincerely yours,

(J. ter Meer)

CONFIDENTIAL

Reich War Ministry
File No: 65 b 54
Wehrmacht Operational Staff
Section Military -concom 8590/35
Secret -I b

(Stamp):
Directorial Department
18 September 1936

16 September 1936
(stamp): 19 Sep 1936

Register
Confidential !

To the

Reich Commissioner of the Supervising Office
for rubber and asbestos Dr. Nachtigall

Reich W. 50
Adenburgerstr. 38.

To the

I.G. Farbenindustrie AG.
for attention of Dr. v. Schödl

Reich W. 8
Unter den Linden 78.

Subject: Exchange of experience concerning the
processing of synthetic rubber.

The attached memorandum to the files concerning the con-
ference with the Military Academy Staff of 10 September 1936
is herewith forwarded for your information.

order

1 signature.

(Handwritten):
14.9.36.
crossed out initials

(Stamp):
Farrat.....
Rubber Laboratory.....

Plant

Copy !

Mi II
File note 55 b 54 (IIb)

10 September 1935

Memorandum to the files
concerning a conference with the Military Economy
Staff von 10 September 1935.

Subject: Exchange of experience concerning the processing of
synthetic rubber.

Present: Reg. Rat Dr. Ing. MURSON } Military Economy Staff
Chemotechniker Will }
Reg. Rat Dr. -GEMMEL } Army Ordnance Office
Min. Rat Freiherr v. JAGG }
Gewerkhaus Dr. HOFMEIER } Reich Minister for
Dipl. Ing. WILHELM } Economics
Dr. Langtigseller } Supervising Office for
Dir. Dr. Struss } Rubber and Asbestos
Dr. v. Bruchning } I.G. Farbenindustrie A.G.

Result of conference:

The exchange of experience with foreign firms concerning the
processing of synthetic rubber is to be prohibited. The same
applies to the tire firms located in Germany working mainly with
foreign capital, unless a special permission is granted by the
Supervising Office for Rubber and Asbestos. Such permissions will
only be granted by the Supervising Office after the approval of
the Reich War Ministry has been previously obtained. Beyond this,
an exchange of experience with all foreign firms located in
Germany concerning the use of synthetic rubber is also to be stop-
ped as far as possible, in given cases inquiries in this connection
must be addressed to the Supervising Office for Rubber and Asbestos.

There are no misgivings concerning the delivery of small
quantities of synthetic rubber to foreign firms (no matter whether
they are located in Germany or abroad) accompanied by general

(page 2 of original)

prescriptions for processing issued by the I.G. Farbenindustrie
A.G. This regulation also applies for instance to the firm of
Mangalbert & Co.

No objections are made against the export of finished
products. As far as war material is concerned the export is
controlled anyway.

It is considered necessary that a new regulation should
be issued by the middle of next year (after production at
Sakowen has been started.)

(stamp):
Directorial dept.
22 Sep 1936

Serr

Dr. Karl Kochschwender
Chemische Ind.

(stamp): 22 Sep 1936

521 Fifth Avenue
New York, N.Y.
=====

Rec-Office A, 21 September 1936
Dr. K. /L

(handwritten):
Synthetic rubber America

SAL.

Dear Dr. Kochschwender,

In reply to your letter of 31 August 1936 addressed to the scientific laboratory Rubber Leverkusen, we wish to inform you that, in accordance with the newest official regulation, there are no objections against the delivery to foreign firms of small quantities of synthetic rubber accompanied by general prescriptions for processing issued by the I.G., but that an exchange of experience with foreign firms concerning the processing of synthetic rubber is prohibited.

As a delivery of samples is rather senseless in view of the above-mentioned restrictions, we advise you to give a negative reply to the inquiry addressed to you by the Baldwin Rubber Company, as also to other inquiries which may be addressed to you in future.

Should there be a change in the official regulations we would inform you immediately.

Yours very truly

Rec - Office.

CCPT

25 Broadway
New York

Enclosure 2
to letter to
Dir. D. P. E. 4-12
of 17 Nov 1936

FRANK A. HOWARD

November 6, 1936.

Dr. E. Goeschwander
Chemtec Inc.
831 Fifth Avenue
New York, N.Y.

Dear Doctor Goeschwander:

Mr. E. DAVIS, President of the U.S. Rubber Company, called me today at the suggestion of Mr. HOWARD to express his continuing interest in the synthetic rubber development and his desire to cooperate in any way in which we could see that his cooperation would be useful. He stated that there was absolutely no technical cooperation between his company and the du Pont Company in this field of synthetic rubber or in the other fields in which the du Pont and U.S. Rubber Companies are competitive.

I told Mr. DAVIS just what we had already told Mr. DLSWELL of the Goodyear Company, that is, that there was no technical or commercial activity of any kind on the synthetic rubber business being carried on here in the United States at present, that the I.G. were very actively pushing both the technical and commercial work in Germany, and that I doubted very much whether anything useful could be accomplished at this time by cooperation between them and an American rubber company but that the only way to determine this was to discuss the matter directly with the I.G. Mr. DAVIS stated that he thought it would be a good idea if some of his European people did get in contact with the I.G. in Germany and I told him I was sure the I.G. would be glad to see them although I doubted whether anything could come of it at this moment.

Very truly yours,
(signed) FRANK A. HOWARD

FAH:GPG
cc: Mr. J. A. Bedford, Jr.

Dr. Dr. T. H. ...
Member of the Vorstand
of the I.G. Farbenindustrie A.G.

Frankfurt a.M. 20
Grüneburgplatz
20 February 1937.

(Handwritten):
File, signature

Persoonl. !

Dear
Dr. ...
I.G. Farbenindustrie A.G.
Leverkusen I.O. Werk.

Dear Dr. ...

By this letter I should like to confirm our telephone conversation of today's date. You know that in view of the difficulties encountered in trying to solve our mutual licensing problem - Duprene for Germany, Buna for the USA - I have completely dropped this subject for the time being and have only attempted to obtain a license for NVA, limited to the production of Butadiene, against which we were prepared to grant licenses for Polyacrylonitrile material within the USA.

Active: Duprene is not rubber for tires (at least not up to now). Germany therefore does not need Duprene. The discussions with Messrs. ... and ... were conducted from this point of view; in the course of them the latter repeatedly confirmed that experiments in the USA concerning the manufacture of tires from Duprene have been unsuccessful up to now. Our information to the effect that the process NVA-Butadiene cannot be considered for the Buna manufacture, which is at present being planned in Germany, as this process is still not far enough advanced, made a definite impression. All things considered, it seemed possible after the conference of the first day that for the time being we should be granted licenses for NVA for the production of Butadiene, and that Dupont should be granted licenses for Polyacrylonitrile material, by means of independent agreements which are, however, to be concluded simultaneously; it is true that Mr. ... was not very happy about the fact that the compensation for an even limited license for NVA would not lie within the more confined rubber field.

The discussions of the second day took an unexpected turn in so far, as Mr. ... strongly supported the idea of a scientific and technical cooperation in the field of polymerisation, and of polymerisation of emulsified products in particular.

(page 2 of original)

Furthermore, he wished for an exchange of experiences and patents in the field of new polymerizations which might possibly be found, and also in the field of condensation products. We had to explain to him that in view of our obligations toward the Standard Oil such a cooperation would be hardly practicable. Thereupon the negotiations ended up almost automatically with the ^{some} discussions ^{as were} held at Wilmington in October and November 1935 in which our aim had been to obtain a license for the production of Duprene for Germany, and which finally failed because Dupont wanted a Buna license in exchange, formulated in a way which would have given Dupont control of this field in the U.S.A. I made no secret of my idea that in case the manufacture of a substitute for natural rubber were carried further, we might under certain circumstances be granted permission to produce a certain percentage of Duprene for purposes outside the tire field; this statement made a very strong impression on Mr. BRIDGMAN who is known to have great influence with Dupont, and induced him to make a remark to us in private to the effect that he would come to the aid of this desire and would support this solution at Wilmington. Mr. BRIDGMAN had the impression that his idea of a cooperation with us had now again found a solid basis, and he indulged in more or less fantastic considerations as to how a compensation in the Buna field could be found in the U.S.A. in view of the Standard Oil position. Naturally we said repeatedly that all this would be subject to the approval of the Reich authorities.

The result of the negotiations - for the time being there is none - satisfies me to a certain extent, as I have always appreciated Duprene as being of a certain importance for Germany, and as I would not have been very willing to issue licenses for Styrol and AP-Material, without getting more in exchange than the reaction NVA-Substanz. The following ^{points} seem to me to form the main issues of your discussions with Mr. BRIDGMAN:

- 1) Has Dupont made such progress in the field of Polymerization and, in particular, emulsion polymerization that an exchange of experiences might prove of immediate value to us?

(page 3 of original)

- 2) What would be the importance of Duprene for Germany, if we could make use of the Dupont patents; a discussion with Mr. BRIDGWATER concerning the development of Duprene in the U.S.A. could provide some important point for us in spite of the entirely different economic situation.
- 3) Are there any reasons for assuming that Dupont could be interested right now in France for the U.S.A.?

I must add, generally speaking, that Mr. Bridgwater states that his present production is 135 000 lbs. per month accordingly, no very important increase has taken place since the fall of 1935, in which connection one should not overlook the fact that the price still remains at 75 c. per lb. The plant, it is said, will be extended to twice its size. These informations show how slowly the development in America is taking place, and what great interest Dupont must have in coming into closer contact with us in view of the rapid increase of German production. I have already pointed out in 1935 what value a large-scale production of Duprene in Germany would have for Dupont; it would offer an opportunity, which does not exist in the U.S.A., for a large-scale development of the technical process and for utilization of the product in such spheres as are out of the question over there for the time being. Considering all these factors, my former point of view still stands, viz. that if we make use of Duprene within the German development we are not the takers but the givers. It might be of value, I think, if we would stress this point of view with Mr. Bridgwater.

I have just now telephoned with liaison office W. and have shouldered the responsibility vis à vis the authorities for our conferences with the Dupont officials and for the visits.

I would very much like to have a discussion with you during the following week. From Monday on I will be at your disposal in Frankfurt.

With kind regards

Your
(signature): Dr. Fr. Ter Meer.

CERTIFICATE OF TRANSLATION

5 February 1948

I, Julia LHR, DTC 20 185, hereby certify that I am a duly
appointed translator for the German and English languages
and that the above is a true and correct translation of
the original document.

Julia LHR
DTC 20 185.

NOTE (Rubber stamp): 28 September 1937
on the conference in Frankfurt/ain on 8 September
1937

In handwriting: Confidential

Present:

the gentleman HOFMANN Standard Oil Co.

ASTING " " "

Dr. HOPMANN Standard Alcohol Co.

Dr. WOLKOWITZ, Chemico, New York

Dr. ter MEEU

LUDWIGS (at times) I.G. Farbenindustrie

Dr. RINGEL

Dr. LOHME

in handwriting:
Synthetic rubber
U.S.A.
U.S.A.

HOFMANN described first the field on which the Standard Alcohol Company is working, viz. the production of alcohols and their derivatives from olefines. It manufactures at present the following products:

Isopropylalcohol
Acetone
Secondary butanol
Amylalcohol
Vinylalcohol.

Ethylalcohol and acetates are produced on a pilot scale; moreover the production of ethylene glycol is under consideration. Partners of the Standard Alcohol Co. are besides the Standard Oil Co. the National Distillers with 35 % of the stocks. They produce in the USA spirits for drinking purposes by fermentation of molasses. The National distillers invited the Standard Alcohol Co. to study in England the production of alcohol from waste gases of refineries - eventually in connection with distillers. There exists in England a major need for alcohol as motor fuel and it is expected to manufacture either ethylalcohol or isopropylalcohol. The latter one stands up somewhat better in the motor fuel as far as the water compatibility and the caloric value are concerned. Moreover there are plans being worked out to start in France the production of ethylalcohol or isopropylalcohol, respectively

Illegible Initials Illegible Rubber Stamp

(page 2 of original)

other olefine derivatives such as ethylene glycol. It is thought to produce all these substances jointly with the firm of St. Gobain which owns large petroleum refineries near Marseilles. ROUSSE asks, whether any interests of I.G. would be affected by starting the planned production, respectively whether the I.G. would object against it.

It is established that the afore mentioned plans of the Standard Alcohol Co. do not interfere with any of the contracts, existing between I.G. and Standard Alcohol Co., and that interests of the I.G. are not affected as far as the production of alcohol is in question. It is pointed out in the case of acetone that the I.G. has certain export interests in France, but it is desisted from objecting for this reason against the plans of the Standard Alcohol Co. However, it is asked to take care that the new producer will not reduce the price level on the markets served by the I.G., if the production of ethylene glycol should be taken up in France or England. Mr. ROUSSE deposits in this connection that 1200 tons a year of ethylene glycol are already produced in France by KUEHLMAN.

June 1

ROUSSE reverts to his old plan to have the market prospects for gum in U.S.A. closely examined by the firm of J.T. VALERIEUX Co., New York. He suggests to conclude an agreement about it with VALERIEUX. It is pointed out from the part of the I.G. that it is not our intention to provide one firm with sole line of a monopoly for gum, even if only for market research; it is our intention to make ourselves known to all seriously interested parties in question. Consequently we are prepared to furnish samples in experimental quantities of all our brands to a series of larger rubber processing firms; Mr. ROUSSE will receive via Mr. ROUSSE MICHAEL a list of the firms to which deliveries will go on. Otherwise it is pointed out that an intensive cultivation of the American market with all our brands

(page 3 of original)

cannot be taken under consideration for the following reasons
at the time being:

- 1.) In deference to existing government decrees the I.G.
is not in the position to export Tunc S and Tunc L,
except in individual cases. Only Forbunan is freed for
export to a certain extent.
- 2.) It is necessary to consider the situation towards
DUPONT before the U.S. market is cultivated to a larger
extent for Tunc. It was promised to DUPONT in the negotiations
between I.G. and DUPONT that the I.G. gets in touch
with DUPONT before it markets Tunc commercially in USA.

After some discussion no agreement is reached that
a small survey of the market shall be made on an import
basis, via the JACO (r. JACOBSON & CO., New York).
Should the result be that Forbunan can be sold to a larger
extent in USA on an import basis the situation should be
examined anew.

Signature: LOCHER

24 September 1937
Tr.L./Ek.

TELETYPE Teletype machine Leverkuseu- I.G. plant Accepted by
 (initials)
 from Number Date Hours Receiver in Leverkuseu
 BLE LUE 3 25 JANUARY 1938 11:15 IR. KONRAD. LE.

= = = URGENT = = =

RECEIVED THE FOLLOWING TELEGRAM FROM NEW YORK TO-DAY:

' ' YOU NO DOUBT KNOW THAT GEOPHRE IS NO LONGER AVAILABLE
 BECAUSE OF ACETILINE EXPLOSION AT PLANT PLEASE QUOTE PRICE
 CIF NEW YORK 1000 KILO PERBUKAN EVERY TWO WEEKS STOP
 QUANTITY PERBUKAN WHICH CAN BE USED IMMEDIATE UPON PRICE STOP
 PAYMENT TO BE ARRANGED IN NATURAL RUBBER OR COMMERCIAL MARKS
 WHICH EVER YOU PREFER AM CABLEING YOU RATHER THAN YOUR ASSOCIATE.

TELETYPE Teletype machine Leverkuseu - I.G. plant Accepted
 by:
 from Number Date Hours Receiver in (initials)
 Leverkuseu
 BLE LUE 3

BECAUSE OF OUR FRIENDLY MEETING IN MIAMI. ROBERTSON

GOODRICH ' ' = IS. MIAMI = VIA BLE LUE = 44

I. G. Leverkus

Copy

New York, 2 April 1938

Dear Mr. Konrad, (handwritten): Synthetic rubber -
America.

I am in New York again since the end of last week. I was in Detroit on Monday, the 28th and took part at times in the meeting of the American Rubber Chemists. From there I visited the Dayton-Rubber and spent the remainder of the week in Akron (General Rubber - Firestone Goodrich 2nd visit - Goodyear 2nd visit). It is always the same picture: very great interest, good reception. It goes rather well with accelerators, softeners and fillers used here. The tests which we have in the meanwhile in the form of physical data and swelling numbers are quite satisfactory. In the meantime we made laboratory mixtures at the Advance, in order to get acquainted with the softeners and additives proper available here. We shall then be in a position to use examples of mixtures for the prospect which are somewhat in order. Consequently the start with Farbanan is rather satisfactory. I do hope that people in Frankfurt make up their mind in the meanwhile what should be done here. I am absolutely under the impression that Goodyear will try with all means to get into the field of synthetic rubber. If not with us, then without us. It seems to me that a really sufficient protection by patents cannot exist here at all, if the American Government itself is interested in synthetic rubber for reasons of defense policy. I learn this last angle from a remark of Sabrell. - Goodyear is not only after Farbanan as oil resistant rubber, but has just for tires the greatest interest in Buna S. Dr. MUELLER, formerly a man from Conti, works here exclusively on the development of a tire. Goodyear and also the Dow - a leading official was presented to me - make the impression that they would tackle this problem most energetically. It certainly would not be the silliest thing, according to my opinion, to interest these people in some way, perhaps besides of the Standard Oil, in order to advance our cause with all possible energy.

I.G. Leverkusen

(page 2 of original)

I want to pay a few visits in New England (Boston) next week. I believe that the main part of my work is done there and I think of going back. People have learned that a Buna man from the I.G. is here. There are now lots of enquiries, 15 alone from Canada, many also from the West. But I would have to stay for six more months, if all of them should be settled. I'll see ROCHSCHWANDER at the beginning of next week and hope that I shall receive some instructions from him.

Kind regards to you and the colleagues.

Yours

signed: Albert Koch.

Director

Dr. ter 1938

Frankfurt/Main (20)

Grünburgplatz

Dr. A/J.

21 February 1938.

Re: Manufacturing of Lutidine from Lutene.

My dear Dr. ter 1938,

We received the following cable from the Chemistry:

"Informed by Dr. A/J. Standard Dev. estimates as to the
production possibility and actual costs. Standard Dev.
Standard Dev. requests information whether you are now
in the position of being able to do so. It does seem
via chlorination. Standard Dev. Provisional for estimate
Standard Dev. says it is possible. Inform ter 1938.
who should have this on account of recent license request.
Standard Dev. of which Standard Dev. will report."

Dr. A/J. is in Berlin this week for conference with us.
In view of the fact that the question of manufacturing Lutidine
from Lutene, we intend to inform him that we are occupied with
detailed experiments on the chlorination of styrene and the
splitting of 1,1-dichloroethane for the reduction of Lutidine
and that we set up a pilot plant. However, the experiments are
still in the state of development and we are not yet in the position
of giving you information on the results. I count on having
the results of the experiments in about six months.

We hope that you agree with our attitude.

With German salute

I.G. FARBEN-INDUSTRIE, ATENGER, MASCHKE

signed FARBEN-INDUSTRIE signed FARBEN-INDUSTRIE

Excerpts from the minutes of the conference with Dr. HOWARD in February
and March 1935 in Berlin and Rome.

(page 34/35/36)

10. utadiene/urea

Dr. HOWARD has requested a conversation with Dr. ter LEE on the further development in the utadiene/urea field. The conference took place in Berlin on 28 February 1935. HOWARD asked, whether it is already possible to-day to come to decisions on the further measures, taken about urea in the USA. The Standard carried out an estimate of costs for the production of utadiene via chlorination of ethylene and subsequent splitting off of hydrochloric acid and figured out that the actual costs are 9.15 \$/t for a plant large enough to produce 25 t per day. A credit for the aqueous muriatic acid is contained in these actual costs. The actual costs would still decrease considerably, in case that a remunerative use for the muriatic acid could be found or the production of the chlorine would be remunerative. The desire of the Standard to come to a decision as soon as possible is caused by the necessity of having in reserve the quantities of urea, necessary under circumstances for the production of utadiene. The Standard would have to change its limitations on the cracking price which it puts in its economics as a by-product. There is an increasing 'rush' in the American oil industry for the gaseous hydrocarbons in question, and it is not at all easy to make long term contracts for receiving suitable gas fractions.

HOWARD further pointed to the collaboration with Dr. ter LEE which he is striving and believes that a common action of Dr. ter LEE and an oil company could be most disturbing for us in the further development.

Dr. ter LEE replied that he is taking into consideration the actual situation, presented by Dr. HOWARD, in our deliberations, but that the present moment is still too early for a decision. The difficulties of the processing of urea are not yet entirely solved for the broad field of application in the tire industry. Besides the present stage of the development

(page 2 of original)

of the butadiene production via the chlorination of butylene does not yet permit a definite opinion on this process. The experiments are continued on a larger scale and will presumably come to a certain conclusion in six months. It would be advisable to postpone the further decisions until then. Nothing is lost by this delay as further experiments are also gained regarding the processing of gas. Dr. G. H. Winter furthermore states that this interval of time is necessary for us in order to overcome certain still existing scruples of the authorities against the delivery of the process to foreign countries.

Handwritten:
Of Forsh, in
New York Times

NO 100 pointed to the production of mixed polymerisates from Isobutylene and butadiene which seems very important to the Standard. The Standard has already polymerisates from 75 parts of Isobutylene and 25 parts of butadiene by the polymerisation with boron trifluoride and received products which can be vulcanized according to reports. The Standard wants 100 such mixed polymerisates which will be very important for Africa and NO 100 considers work in this direction promising. According to NO 100 the mixed polymerisates are sufficiently covered by several patents. NO 100 will procure for us the basic technical data on the experiments conducted at the Standard's experimental and research stations.

Document Book VII - ter 132A
ter 132B Document Nos. 131, 132, 133, 134,
Exhibit ter 132B No. and 135,

CERTIFICATE OF TRANSLATION

6 February 1948

I, Alfred Kuhl, Div., DO -398 061 hereby certify that
I am a duly appointed translator for the German and English
languages and that the above is a true and correct translation
of Document Book VII - ter 132A, ter 132B Document Nos.
131, 132, 133, 134 and 135.

Alfred Kuhl
Div., DO -398 061

Case 6
De Groot

MILITARY TRIBUNAL VI

CASE VI

DOCUMENT BOOK VIII

for

Dr. Fritz ter Meer

Presented by
Defense Counsel

Dr. Erich Berndt
Karl Bornemann

Young



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for Dr. Fritz ter Meer, Case VI

Doc. Exh. No. No.	C o n t e n t s	Page
136	Affidavit by Dr. Oskar Loehr certifying a 36 page report regarding discussions on Buna which took place in the U.S.A. in November and December 1938.	1
	Discussions on Buna in the U.S.A. in November/December 1938. It was stated at the discussion with Standard Oil on 23 November 1938: "Buna S or Perbunan can only be manufactured in the U.S.A. on a small scale at cost prices which preclude the possibility of a growing market. Buna S only becomes a commercial proposition when it can be sold at sufficiently low prices when produced on a certain minimum scale. Before manufacture on this scale can be carried out, however, the suitability of Buna S under American conditions must be established. Perbunan can only be developed in price competition with Neopren. Such competition would be hopeless and would involve a loss because Perbunan would always come out dearer than Neopren."	
	The "Remarks" submitted by Mr. Howard read: "An accurate estimate of the investment required for the manufacture of 2000 tons of Buna S per month can only be given after a careful study of all necessary cost elements. Taking into consideration particularly the conditions of location, availability of facilities for power, steam, water etc. a rough guess based on Standard's data on butadiene and I.G.'s German data on the polymerisation step and on styrene manufacture would result in an investment of about fifteen million Dollars (\$15,000,000) excluding any investment for site development, facilities for general services, power, steam, water etc. including such facilities and a reasonable amount of working capital, about twenty million Dollars (\$20,000,000) would probably represent the order of magnitude of the total investment required."	12
	The report on the discussions with the Executive Committee of the Standard Oil of N.J. in New York on 23 November 1938 reads:	14

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for Dr. Fritz ter Meer, Case VI

Doc. Exh. No. No.	C o n t e n t s	Page
	"In view of the very comprehensive work which automatically preceded the large-scale production and large-scale processing of the Buna Brands in Germany, I.G. is of the opinion that work should not be started in the U.S.A. on the basis of small trial plants, but that right from the start samples of our Buna S from German production should be sent to the four big rubber goods factories and in this way seek to arrive at a final opinion in the course of 1939. Provided the tests were successful one would immediately proceed with a fairly large-scale production of 24 to 30,000 tons of Buna S per year, as well as a proportionate quantity of Parbanen."	14
	The report on the discussion in Wilmington on 6 December 1938 reads:	
	"In the course of the discussion it became apparent that DuPont had fundamentally changed their opinion on Buna and saw considerable possibilities for Buna in the U.S. today. As matters stand, DuPont will leave nothing undone to participate in the future production of Buna in the U.S.A. In view of the various difficulties which polymerisation presents, the proposal to carry out the polymerisation step separately from Butadiene production and possibly through DuPont is at any rate worth while considering."	19
137	<u>Report on a discussion held on 18 January 1939 between Dr. Konrad, Dr. Koch and Dr. Loehr concerning experiments with Buna in the U.S.A.</u>	39
138	<u>Order dated 13.2.39 placed by Advance Solvents & Chemical Co., New York for lino black and Buna S.</u>	41
139	<u>Two letters dated 18 February 1939 from Dr. Loehr to Chemvco Inc. and DuPont.</u>	43
140	<u>Letter dated 18 February 1939 from Dr. Loehr to Advance Solvents & Chemical Co., New York regarding delivery of Buna S.</u>	46
141	<u>Letter dated 18 February 1939 from ter Meer to Willard Dow.</u>	48
142	<u>Letter dated 16 March 1939 from I.G. to Chemvco concerning Buna samples for Standard Oil</u>	49
143	<u>Letter dated April 1939 from Koch to Konrad:</u>	50

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For Dr. Fritz ter Meer, Case VI

Doc. Exh. No. No.	Contents	Page
	"I understand from Hochschwender that Dr. ter Meer intends to come here at the beginning of May. I consider this date - at least as far as Buna S is concerned - premature. A decision can only be reached by road tests and these can rarely not be expected by the beginning of May"	50
144	Telegram dated 7.4.1939 from Dr. Koch to I.G. Leverkusen.	51
145	Letter dated 3 June 1939 from ter Meer to Howard: "We are hopeful that road experiments with Buna tires can be carried out during the summer so that conclusions may be available in the fall. As you know, it is my intention to come over to New York in the course of October of this year."	53
146	Affidavit by Reinhard Diedert confirming that the statement of delivery of Buna to the U.S.A. from 1934 to 1939 is in agreement with the I.G. Sales Records.	55
147	Letter dated 2 June 1939 from the Central Rubber Laboratory, Leverkusen to ter Meer concerning the second trip of Dr. Koch to the U.S.A.	57
148	Letter dated 29 July 1939 addressed by Dr. Menrad to ter Meer, submitting reports from the Chemycor Inc. New York dated 21 July 1939. The report on a discussion with Goodrich Co., Akron on 12 July 1939 reads: "In reply to our question Mr. Robertson replied that his Company was very anxious to enter into a financial and technical agreement with the future manufacturers of Buna S. Mr. Robertson and Mr. Simon are of the opinion that 100 tons Buna per day (about 5% of the total consumption of Rubber in the U.S.A.) could be dealt with without difficulty and they take it that even a production of 200 tons per day (equal to 10% of rubber requirements in the U.S.A.) could be carried out without upsetting the price and the market."	59
149	Letter dated 26 September 1939 addressed by Dr. Locher to Dr. Ringer concerning the transfer of Buna Patents to Jasco.	78
150	Telegram dated 16 October 1939 from I.G. Farben, Ludwigshafen to Standard Development Co., for Howard. It reads:	84

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for Dr. Fritz ter Meer, Case VI

Doc. Sch. No. No.	C o n t e n t s	Page
	"Referring to your question with respect to technical information about Buna we have to inform you that under present conditions we will not be able to give such information. As discussed between us we ask you to approach Wilmington before starting to exploit Buna patents."	84
151	<u>Letter dated 23 August 1940 from I.G. to Howard concerning Patent questions.</u>	85

I confirm that the text of all the documents contained in this Document Book agrees with the documents presented to the Tribunal.

Nuremberg, 28 January 1948

Karl Bornemann
Defense Counsel to Military Tribunal
No. 6

Affidavit

I, Dr. Oskar Loehr, residing at Leverkusen-Bayerwerk, Kaiser-Wilhelm-Allee 3, German citizen, have been warned that I shall render myself liable to punishment for making a false affidavit.

I declare on oath that my statement is true and was made voluntarily and without coercion in order to be presented as evidence to the Military Tribunal No. VI at the Palace of Justice in Nurnberg, Germany.

In October 1923 I entered the Urdingen Works of the I.G. Farbenindustrie Aktiengesellschaft, and was employed first as scientific chemist, and later as specialist for patent matters (from 1927 onwards as Chief of the Urdingen Patent Department). In the fall of 1929 the management of the I.G. Farbenindustrie sent me to the United States to work there on patent matters, as well as in the works organization of the General Aniline Works, Inc., New York. On returning to Germany at the end of 1930, I was assigned to Herr Dr. Fritz ter Meer as technical assistant. At first I worked for him in Leverkusen and later in Frankfurt on Main, and dealt more especially with questions pertaining to production and licensing in the USA. Acting in this capacity, from 1933 onwards I came into contact with the field of synthetic rubber and from that date I handled for Dr. ter Meer all matters connected with the testing and the exploitation of Buna in the United States. In 1935 and 1936 I accompanied Dr. ter Meer on his trips to the USA and took part in almost all the conferences on Buna which he held there.

More especially, when he made the journey in the fall of 1936 I took part in all the Buna conferences conducted by Herr Dr. ter Meer in the USA. I was not present at three discussions, namely the conference with the Executive Committee of the Standard Oil on 28 November 1938 concerning the present state of the Buna question and the policy in the USA, and the discussions with the rubber processing firms in the USA, that is with the representatives of the Firestone Tire & Rubber Co. at the Ritz-Carlton Hotel in New York on 9 December 1938, and with General Tire & Rubber Co. at the office of the Standard Oil Company of New Jersey, 30 Rockefeller Plaza in New York on 15 December 1938.

The volume "Conferences on Buna in the USA - November/December 1938" of which a photostatic copy is attached, was compiled at the time, and is the outcome of all three conferences. The reports contained therein were dictated by me personally, with the exception of one report on the conference with the Executive Committee of the Standard Oil on 28 November 1938, which I prepared together with Herr Dr. ter Meer. As regards the "Remarks on the Probable Cost of Butadiene Interpolymers" I have to state that this is a memorandum, drawn up by Dr. ter Meer and myself and intended for the meeting of the Executive Committee of the Standard Oil Company of New Jersey, which took place on the same day as the conference with the officials of the Standard Oil Company in New Jersey on 28 November 1938.

(signed)
OL

The attached photostatic copy of the volume ^{on} "Conferences on Buna in the USA - November-December 1938", consisting of 36 pages,

(signed): OL

Document for Maer No. 136

Exhibit No.

(page 3 of original)

has been taken from the original which is in the Central Rubber Laboratory.

Leverkusen-Bayerwerk,
7 January 1948

signed: Oskar Loehr
(Dr. Oskar Loehr)

Certificate: I hereby certify that the above signature is that of Dr. Oskar Loehr, residing at Leverkusen-Bayerwerk, Kaiser-Wilhelm-Allee 3, and was affixed before me on 7 January 1948.

Leverkusen-Bayerwerk,
7 January 1948

signed: Karl Bornemann
(Karl Bornemann)

Defence Counsel in Case No. VI
before the military Tribunal
at Nuernberg

Document ter Meer No. 136
Exhibit ter Meer No. . .

HIGHLY CONFIDENTIAL !

Discussions about Bunn

in the U.S.A.

November/December 1938.

Discussions about Buna.

- 1.) Discussion with Standard Oil on 25 November 1938 about raw materials and cost estimates.
- 2.) Preliminary discussion with Standard Oil on 28 November 1938.
- 3.) Discussion with the executive committee of Standard Oil on 26 November 1938 about the present Buna situation and future action in the U.S.A.
- 4.) Discussion with du Pont about Buna and Neoprene on 6 December 1938.
- 5.) Discussions with U.S. Rubber, Firestone, Goodyear, Goodrich and General Tire and Rubber Co. on 7, 9, 12, 14 and 15 December 1938.
General points.
- 6.) Discussion with Mr. Caldwell (Standard Oil Co.) in New York on 1 December 1938.
- 7.) Discussion with Dow at Midland on 10 December 1938.
- 8.) Discussion with Goodyear at Akron on 12 December 1938.
- 9.) Discussion with U.S.-Rubber on 13 December 1938 at Detroit.
Inspection of the tire plant.
- 10.) Inspection of the Ford tire plant at Detroit on 13 December 1938.
- 11.) Discussion with Goodrich at Akron on 14 December 1938.
- 12.) Discussion with Firestone at Akron on 14 December 1938.

Discussion with Standard Oil Co.

on 25 November 1938 in New York.

Present were: Howard
Russell
Murphree
Asbury
Fisher
Drolich
Green

for Hear
Queller-Cunradi
Loehr
Singer
L. Deisberg
Hochschwander.

The main point of the discussion was the creation of a survey of the quantities of raw materials available to the Standard Oil Co. in case production of Butadiene was to be taken up, and of the basic production costs estimates for Butadiene in the USA.

Standard Oil can procure Butane or Butylene in the form of the so-called C₄-cuts from the refineries Bayway (N.J.), Baton Rouge (Louis.) and Baytown (Texas). The C₄-cut of the Bayway and Baton Rouge refineries consists of a mixture of 70% Butane and 30% Butylene; of the last mentioned a third is isobutylene and the remainder normal Butylene. A fifth of the 70% Butane is isobutane. After removal of the Isobutylene by polymerization and hydrogenation (isobutyl alcohol) a mixture of about 78% Butane and about 22% normal Butylenes results. In Baytown a considerable quantity of Octane is available in addition to the C₄-cut, and this is transported from the East Texas fields by means of a pipeline.

Bayway. 20 tons of n-Butylene is available daily at a price of 3.5 ¢ per gallon. (= approximately 4 fls. per kg). Liquid chlorine is purchased from the Bayway refinery at 2.54 ¢ per lb. free on refinery. After the C₄-cuts have been treated with chlorine, the remainder of the gas (Butane and unconverted Butylene) can be returned at the same price of 3.5 ¢ per gallon, but only with the express proviso that it contain no deleterious impurities.

Chlorinated hydrocarbons, which produce corrosive gases during combustion, are to count as such.

At Baton Rouge neither isobutylene, n-Butylene nor C_4 -cut containing n-Butylene is available. n-Butylene could, however, be produced from fractionated Butane by means of catalytic dehydration. Baseous chlorine is available from a neighboring electrolysis plant belonging to the Solvay Process Co. at a price of 1.5 - 1.6 ¢ per lb. per 100%. Chlorine content 85%; remainder air and carbon dioxide.

At Baytown the Butylene won from the refinery gases is being converted into aviation gasoline. As a result of this, considerable quantities of Butane are available at Baytown; these have come from the East Texas field and can be converted into Butylene and Butadiene. At present the abovesaid field is delivering 700 tons of Butane daily in excess of the quantity required for production of polymer gasoline; it would be possible to increase this supply up to 1650 tons daily. This Butane contains about 75% n-Butane and is priced at 1.8 ¢ per gall. (= 2 Hg. per kg.) Judging from Standard Oil's past experience 80 to 85% of Butylene is won during dehydration. From 1650 tons of Butane per day (equivalent to 1200 tons of n-Butane per day), about 1000 tons of n-Butylene per day could therefore be manufactured, and from this - on the basis of the figures for the Oppau chlorination process - about 800 tons of Butadiene per day could be produced. In view of the vast quantities of Butane available there, Standard Oil considers Baytown the most suitable site for a possible Butadiene factory. Admittedly, chlorine will prove comparatively expensive if bought from third parties (2.8 ¢ per lb.); in quantity production, however, the amount of chlorine required would definitely justify the construction of an electrolysis plant and chlorine would then be available at 1.5 to 2 ¢ per lb.

Standard Oil considered solely the manufacture of Butadiene by means of the chlorination process. When we asked whether one ought not to consider catalytic dehydration of n-Butylene into Butadiene as well, we were answered that this would have to be based on concentrated n-Butylene and that it would be impossible to use the C_4 -cuts containing Butylene or the mixture of Butane and n-Butylene resulting from the dehydration of Butane for this purpose. The separation of Butane and Butylene is comparatively

expensive and one would have to expect a price of 3 ¢ per lb. (= 16.5 fig. per kg) for concentrated n-Butylene. This would make Butadiene considerably more expensive than the C_4 -cuts method employing the chlorination process.

The raw materials situation for styrene was also briefly discussed. At Baton Rouge, Standard Oil can obtain 12 tons of concentrated ethylene per day. Sufficient ethylene could however be manufactured at any refinery, though further concentration would be necessary. Mr. Howard states that the price lies between 1.5 to 3.0 ¢ per lb. (= 8.3 to 16.5 fig. per kg) of concentrated ethylene, probably nearer the higher figure.

The Standard Oil Co. has attempted to calculate the probable production cost of Butadiene when employing the chlorination method on the basis of the raw materials situation as described above and arrived at the following estimation:

a) At Bayway, from C_4 -cuts :

Producing	5 tons per day	26.8 ¢ per lb. of Butadiene
"	10 " " "	17.2 " " " "
"	50 " " "	11.8 " " " "

b) At Baytown, from the n-Butylene-Butane mixture obtained from catalytic degradation of Butane:

producing 50 tons per day — 11.7 ¢ per lb. of Butadiene

(handwritten marginal note):
64 fig. per kg.

It was arranged that we should draw up new estimates for Butadiene, as well as for Lumps 3 and Petroleum, using our data as a basis.

Distillation gases which occur during distillation of gas oil at low pressure or in the presence of steam can be considered as a further source of raw material for the production of Butadiene. The above-named distillation processes are employed by Standard Oil in the production of special gasolines, and some more plants suitable for this are being planned. According to the method used, gases are given off which contain varying amounts of Butadiene. C_4 -cuts can be separated out from the crude gas which contain 20 to 25 % of Butadiene. Standard Oil has been working on the isolation of the Butadiene from such C_4 -cuts and considers extraction

by means of ~~across~~ salts the most expedient method. Standard Oil estimates that, if this method were used, the concentration costs would be as follows:

At a production rate of 10 tons per day	50 tons per day
2.4 ¢ (= 13.4 ¢/kg. per kg)	1.5 ¢ p.lb Butadiene (= 8.3 ¢/kg. per kg)

Standard Oil has continued its experiments with the co-polymer consisting of 80% Isobutylene and 20% Butadiene and claims to have achieved some improvements, especially as regards its strength. A report which we were given shows, however, that the work is in the laboratory stage and that it is still in its beginnings. He again pointed out that the co-polymer is not really a rubber, but rather that it resembles Gpanol. The test results of the new samples were not yet available at the discussion. The reports from Leverkusen, which arrived later show that the strength of the new samples was in fact slightly improved, but that, as regards elasticity and retention of shape, further improvements would have to be made. Mr. Howard stated as early as October 1938 that the material was entirely unsuitable for articles undergoing much wear and tear, such as tires for example. In how far it is suitable for special purposes must be established through further tests. A bigger sample of the co-polymer - 100 lbs - is to be sent to Leverkusen for this purpose.

It was obvious that the Standard Oil people wanted to start production of the co-polymer as soon as possible; for the Butadiene required they want to build a pilot plant as quickly as possible. They think they will find a suitable use for any excess Butadiene not employed in the production of the co-polymer by using it to manufacture Perbunan, all the more so since there is a certain market for this which was developed through imports and which would be developed further if the price were suitably adjusted to that of Neoprene. While Mr. Howard did not commit himself, the statements of the technical staff made it quite clear that they wished to start on the manufacture of Butadiene polymers, especially Perbunan, if necessary obtaining Butadiene from Dow if their own Butadiene production could not be developed quickly enough, in order to start on the production of Perbunan.

Discussion with the Standard Oil Company

in New York on 25 November 1938.

Present were: Howard
Russell
Fisher

for Door
Loehr
Wechsungen.

As a result of the discussion on 25 November 1938, cost estimates were drawn up for Butadiene, Buna S and Perbunan on the basis of American conditions. Quantities of materials required and factory expenses - unless otherwise stated - were based on the actual figures or estimates for the plants Ludwigshafen, Leverkusen and Schkopau.

Butadiene. The calculation for the chlorination process was drawn up for 10 tons of Butadiene per day and was based on the data given in Dr. Gueller-Gunrad's letter, dated 12 October 1938, addressed to the office of the Technical Committee. The calculation was made for the Bagny site, i.e. it was based on a Butylene price of 4 Ffg. per kg and a chlorine price of 14 Ffg. per kg (= 2.54 \$ per lb.) without allowing anything for the hydrochloric acid which occurs as a by-product, or for regenerated chlorine, a production price of 56.7 Ffg. per kg. of Butadiene results (= 10.5 \$ per lb.) if the rate of production is 300 tons per month. The same production price was provisionally used for calculating larger output due to a lack of suitable data. For smaller quantities it was assumed that Butadiene could be produced at 20 \$ per lb. (= RM 1.10 per kg.).

The price of Buna S was calculated for both 200 and 2000 tons per month, based on a price for Butadiene of 20 and 15 \$ per lb. The production prices for the quantities of styrene required for this will be 25.2 \$ and 13.4 \$ per lb. (styrene : 3 \$ per lb.). On these data and on the basis of suitable American

prices for auxiliary materials, the following calculations can be made:

	200	Sum S 2000 tons per month
cost of Butadiene	16.40 ¢	8.40 ¢
" " Styrene	7.75 ¢	3.50 ¢
" " Auxiliaries	2.90 ¢	2.70 ¢
	27.05 ¢	14.80 ¢
Manufacturing expenses	6.05 ¢	3.70 ¢
Cost of production per lb. of Buna S	33.10 ¢	18.50 ¢
(= per kg	RM 1.62	RM 1.02)

Perbunan. Production of 50 and 120 tons per month was considered. (The second figure roughly corresponds to the present sale of Neoprene - calculated on the same volume) starting with a price of 19 ¢ per lb. of Styrene oxide, Methyl nitrite would cost about 56.4 ¢ and 47.4 ¢ respectively. Working on a Butadiene price of 20 ¢ per lb., the following production prices for Perbunan would result:

50 tons	120 tons per month production
56.1 ¢	47.0 ¢
(= RM 3.06	RM 2.58 per kg).

In order to be able to compare the latter production price with the probable production price of Neoprene, the second was calculated on the basis of a price of 7 ¢ per lb. for Acetylene (du Pont's probable charge). If one reckons with a price of 2 ¢ per lb. of hydrogen chloride gas, Neoprene can be produced at 24 ¢ per lb. at a production rate of 150 tons per month. Allowing for the higher specific gravity, Neoprene would cost 32 ¢ as compared to 47 ¢ for Perbunan on the basis of the same volume of material, i.e. Perbunan will cost approximately 50% more than Neoprene in the U.S.A.

In order to have an idea of the size of investment demanded for a Buna factory with an output of 2000 tons per month, the expenses for the factory part (excluding general and power plants) were estimated and the following figures were arrived at:

Butadiene (Standard's estimate)	\$ 6.5 million
Styrene	0.9 "
Polymerization	5.0 "
Other production requirements	2.6 "
	\$ 15.0 million

For 2000 tons of Buna S per month.

The result of the above calculations was passed on to Dr. Howard in the shape of the attached report.

The above figures clearly indicate the further steps to be taken both as regards Standard Oil as well as in consideration of the Advance Solvents & Chemical Corporation and Goodyear, both of which wish to enter into production. The production of Buna S or Perbunan on a small scale in the U.S. leads to production prices which would prevent the development of the market at the very outset. Buna S would only be of interest commercially if it could be marketed cheaply enough as a result of producing more than a certain minimal quantity. Production on such a scale requires, however, that the suitability of Buna S for American conditions be established. Perbunan can only be developed in competition with Neoprene. Such a competition would result in losses and prove hopeless since Perbunan will always be more expensive to manufacture than Neoprene. An exclusive agreement about the sale of Perbunan must therefore be reached with Du Pont. For the time being, the import of Perbunan is to be continued and its price relations to Neoprene is to be maintained. A further difficulty is that at the moment we are not able to send technical staff to the U.S. for the purpose of establishing and running some small plants. On the other hand, placing our processes into the hands of the latter chemists entails considerable risk since production setbacks, which can be expected with certainty, especially in the polymerization stage, would discredit our products with our customers and would endanger the outcome of the tire tests which are of decisive importance for future plans.

Confidential.

R E M A R K S .

ON THE PROBABLE COST OF BUTADIENE INTERPOLYMERS.

Starting from the cost data given in Standard Oil Development Company's reports handed to I.G. on November 25, the cost price of Butadiene was calculated for quantities of 300 tons per month. The calculation was based on Bayway conditions, i.e., the price of C_4 out as prevailing in Bayway and the chlorine price of 2.54 cents per pound were used. Only such quantities of C_4 out which are actually consumed in the chlorination were charged on the assumption that the remainder of C_4 out feed is not contaminated and can be credited at the original price of the feed. Using furthermore the experimental data of I.G. as to yield and amounts of wages, steam, power etc. consumed, the calculation results in a cost price of 10.5 cents per pound of butadiene (depreciation included).

(For quantities smaller than 300 tons per month it was assumed for calculation purposes that butadiene could be obtained at a price of 20 cents per pound.)

On the basis of 10.5 per pound of butadiene, the cost price of Buna S was calculated, using for styrene and auxiliary materials reasonable cost prices obtainable in this country (ethylene at 3 cents per pound). Assuming a production of 2000 metric tons of Buna S per month, a cost price of 13.5 cents per pound of Buna S is obtained (depreciation included).

An accurate estimate of the investment required for the manufacture of 2000 tons of Buna S per month can only be given after a careful study of all necessary cost elements, taking into consideration particularly the conditions

of location, availability of facilities for power, steam water etc. A rough guess based on Standard's data on butadiene and I.G.'s German data on the polymerization step and on styrene manufacture would result in an investment of about fifteen Million Dollars (\$ 15,000,000.--) excluding any investment for site development, facilities for general services, power, steam, water etc. Including such facilities and a reasonable amount of working capital, about twenty Million Dollars (\$ 20,000,000.--) would probably represent the order of magnitude of the total investment required.

In connection with the above calculation the advisability of manufacturing Perbunan was studied. Assuming a production of 120 tons per month, Perbunan would cost about 47 cents per pound (on the basis of butadiene at 20 cents per pound.) This cost price compares with a cost price of 24 cents per pound of Neoprene when produced in similar quantities. Taking into account that Neoprene has a specific weight about 1.35 times that of Perbunan, on a volume basis a cost price of 47 cents for Perbunan would compare with a cost price of 32 cents for Neoprene, i.e., Perbunan will be about 50 % more expensive than Neoprene. As the manufacturing process of Perbunan is not yet in final shape, it seems advisable to consider a manufacture of Perbunan only when it can be made in connection with a large production of Buna S. Manufacture of Perbunan by third parties does not come into consideration because I.G. is not willing, at least for the time being, to disclose its know-how in polymerization to third parties.

Conference with the Executive Committee of the Standard Oil
of N.J. in New York on 28 November 1939, -----

Present: from Standard Oil,
among others FARISH
FARLEY
FARLEY
BEDFORD

MEER (Standard Oil Develop-
ment Co.)
THE MEER
ROCHESCHWITZER

The idea of the conference was to discuss and establish
in cooperation with the management of Standard Oil the steps
to be taken in the United States in respect to Buna.

The MEER made rather comprehensive statements on the
large-scale development work which had been conducted by I.G.
in the field of Butadiene rubber during the past 10 to 15
years and which culminated in the manufacture of an excellent
tire-rubber, superior to natural rubber for ice wearing
qualities, as well as a product, Perbuna, resistant to gasoline,
oil and fire, and thus far superior to natural rubber, as
well as to Dupont's Neoprene. A practical and satisfactory
solution having been found to the problem of processing Buna-S,
the Germans had now arrived to offer this material to the
American rubber goods industry. The German government agencies
concerned have granted their consent to this step in the
U.S.A. The Jesse Agreement forms the basis for the cooperation
with the Standard Oil.

In view of the very comprehensive work which automati-
cally preceded the large-scale production and large-scale
processing of the Buna brands in Germany, I.G. is of the opinion
that work should not be started in the USA on the basis of
small trial plants, but that right from the start samples of
our Buna-S from German production should be sent to the four
big rubber goods factories - U.S. Rubber, GOODYEAR, GOODYEAR,
FIRESTONE - as well as to the General Tire Company, which had
already carried out tests for us, and in this way seek to
arrive at a final opinion in the course of 1939. Provided the
tests were successful, one would immediately proceed with a
fairly large-scale production of 24 to 30,000 tons of Buna a
year, as well as a proportionate quantity of Perbuna.

After these general statements and proposals the following points were discussed:

- 1.) What method of negotiation with the rubber goods industry should be followed? Both possibilities were weighed against each other, either to conclude with one or at most two of the progressive rubber goods factories a monopoly agreement for a number of years, or to place our material for tests at the disposal of all four big firms without entering upon any contract arrangements. All the gentlemen present were in favour of the latter suggestion. This attitude was undoubtedly influenced by the anti-monopoly tendencies in the USA, on the part of the government and a large section of the population, and especially because of the investigations being carried out just now in Washington concerning the monopoly position permissible under American patent legislation for the production and sale of patented products. Moreover, they agreed that the production of synthetic rubber on the basis of raw materials, large quantities of which are available in the USA, was to be regarded as a key-industry serving the general interests of the country. They all agreed on the desirability of the rubber processing industry having an interest in the factories which were to be erected. It was decided that the possibility of such a participation should be referred to during the discussions with the rubber processing firms, but that one should refrain from entering into any agreements until the suitability of Buna-S in the USA had been established.

- 2.) The question of prices was thoroughly discussed. The cost prices resulting from the preliminary calculations make the sale of Buna-S at prices between 25 to 30/- per 1 lb. likely to be a profitable proposition. The present price for natural rubber is 18/- per 1 lb., but in competition with synthetic rubber, this may come down to less than 10/- per 1 lb. without destroying the profitability of well-managed plantations. As long as the question is open as to whether the difference in quality between synthetic rubber and the natural product will amount to anything in the USA, and if so to what extent, it is no use discussing in detail the risk involved by large investments on the basis of differences in price. But it stands to reason that ways and means should be found which would warrant a safe market for the synthetic material, even if the price for natural rubber should considerably decline. The establishment of protective customs barriers, similar to the procedure in Germany, was not dismissed as impracticable from the outset for the conditions in the USA.

- 3.) A rough estimate of the amounts to be invested showed that for a plant of an annual capacity of 24 to 30,000 tons, capital, including the working capital, to the extent of 30 million Dollars would be required, assuming that chlorine will be purchased. Although the ratio between invested capital and turn-over value is considerably more favourable in the USA, than in Germany, it is still less than the ratio of 1 : 1. Thus an attempt will be made during the first years to reduce the total risk by increased depreciations; the initial price quotations should be adapted accordingly.
- 4.) The question was raised as to whether I.G. was prepared to participate in the construction of a large-scale plant in the USA. This was mainly answered in the affirmative it being pointed out, however, that capital could only be subscribed with the approval of the German foreign exchange control agency. It was also suggested that, under certain circumstances, American enterprises with whom friendly relations were entertained, for instance, the American I.G. Chemical Co., could be asked to share in the I.G. interest.
- 5.) Previous negotiations with Dupont were not affected. (As the discussions in Wilmington, as far as the field of Buna was concerned, took place only during the second and third week of December, there was no possibility of taking this question up with the gentlemen of Standard Oil; Mr. HOWARD, who will come to Europe in February, will have to be informed.)
- 6.) Mr. HOWARD on his part discussed the work done by the Standard Oil Development Co. concerning the co-polymer and described his plan for making the first step in the direction of the production of Butadiene as well as Buna, on the basis of the very cheap co-polymer, which could be sold at a profit under the present price for natural rubber. He on our part did not give any opinion on this point; indeed it was not necessary to do so since Mr. HOWARD himself had a rather poor opinion of the co-polymer, which he regarded inferior in quality to natural rubber.

Conference at Wilmington

on 5 December 1938

Present: Mr. Robinson
Mr. Protter
Dr. Bolton
Mr. Bridgewater

Dr. ter Meer
Dr. Locher (part of the time)
Mr. W. Dalsberg
Mr. W. Fleck (part of the time)

Dr. ter Meer gave a report on the present state of the Buna production in Germany and the extension of production within the near future. The development of the four-step process as well as of a new method being now worked out at present makes the carrying out of the two-step process (via monovinyl-acetylene) rather improbable. The thermal decomposition of Buna S and the progress made in respect to processing as well as the results of the 5th road test with buna-tires, was dealt with, and we now intend to have the suitability of Buna S for the tread of the tires examined by the four big tire factories.

Bridgewater in his turn reported on the progress made meanwhile in the manufacture of Neoprene. DuPont still produce today in the field of polymerisation only one basic type, Neoprene G, which represents a very firm polymer and which is practically odourless. Through plasticising with the aid of diphenylguanidine various brands are obtained. The present working method offers the advantage that it makes it easier to check the qualities and especially to obtain better wearing qualities and firmness. In view of the progress achieved in polymerisation the tire problem will again be taken up. We request that a large sample of Neoprene G. be sent to us. The Neoprene sales have steadily increased and cover mostly a great number of small articles. According to Mr. Bridgewater's statement

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about 250 different articles are now made from Neoprene. Present deliveries are stated to be 160 to 170 tons a month; the capacity now amounts to 300 tons a month and will be extended to 280 tons a month during the first half of the next year. A considerable portion of the total quantity sold is in the form of Neoprene-latex. This latex is chiefly used for the proofing of textile fabrics, for example for impregnating cloth gloves, for industrial purposes and for coating metal surfaces; for instance in a number of American washing and wringing machines the drums and other metal parts are coated with Neoprene-latex. Only one of Dupont's customers uses Neoprene-latex for the production of artificial leather for cheap school-bags, similar to the method adopted by Freudenberg. On the whole, a rather insignificant portion of Dupont's Neoprene sales are for this purpose.

Mr. Bridgewater regards Perbunan as a very promising product and believes that substantial quantities can be sold in the USA. We gave the assurance that it was not our intention to interfere with Dupont's Neoprene business in the USA. from the point of view of prices. For some considerable time our sale price will not go below the level resulting from the relation of the specific weight of Neoprene to Perbunan. For the time being, Perbunan will continue to be imported and under the prevailing conditions it is hardly likely that sales will be increased to any considerable extent. Moreover, we intended considering the question of producing Perbunan in the USA only when it is found possible to make Perbunan side by side with the large scale production of Buna S.

In this connection Robinson suggested putting Dupont in charge of carrying out the polymerisation of Buna S and Perbunan. According to him, Dupont, on account of his experiences with Neoprene and other polymerisates, is best qualified to ensure a uniform and good quality of Butadiene polymerisates being supplied in the USA. He replied that - if only because of our commitments with the Standard Oil Co. - we were not in the position at present to enter into any binding agreement in this direction.

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Dr. ter Meer definitely declared that I.G. still feels itself obliged, in case the production of Butadiene polymerisation established in the USA, to negotiate with Dupont beforehand about its eventual participation in this production.

In the course of the discussions it became apparent that Dupont had fundamentally changed their opinion on Buna and saw considerable possibilities for Buna in the USA to-day. As matters stand, Dupont will leave nothing undone to participate in the future production of Buna in the USA. In view of the various difficulties which polymerisation presents, the proposal to carry out the polymerisation step separately from Butadiene production and possibly through Dupont is at any rate worth while considering.

Bridgewater asked for 100 kg of Buna B for testing purposes to be sent, together with the appropriate instructions for use.

P.S.: The unfavourable price relation of Perbunan and Neoprene makes it advisable to discuss with the responsible agencies the replacement of the expensive acrylonitril in Perbunan by the cheaper methylvinylketone.

(Hand-written note)

It is not yet clear whether the co-polymerizate employing methylvinylketone is superior to Neoprene in respect to its resistance to swelling.

CONFERENCE WITH THE RUBBER MANUFACTURERS

on 7 December 1938

United States Rubber Co.
In New York, in the Office of the Standard Oil of N.J.,
30 Rockefeller Plaza.

Present: Mr. P.B. Davis, President
Mr. Tompkins, Vice-President
Dr. Gibbons

also: Mr. Bedford Standard Oil of N.J.
Mr. Howard
Mr. Caldwell

ter Meer
Loehr.

Firestone Tire & Rubber Co. on 7 December 1938
In New York, in the Ritz-Carlton Hotel.

Present: Mr. J.W. Thomas, President
Dr. Babcock
2 sons of Firestone
Mr. Howard
ter Meer.

Goodyear Tire & Rubber Co. on 12 December 1938
in Akron

Present: Mr. Litchfield, President
Mr. Thomas, Exec. Vice-President
Mr. Dinwiddie
Hochschwander
ter Meer
Loehr.

Goodrich Co. on 14 December 1938
in Akron

Present: Mr. Robertson, President
Mr. Newhall, Exec. Vice-President
Mr. Montgohry, Treasurer
Mr. T.G. Graham, Vice-President
Mr. Schade, Chief-Chemist
Mr. M.L. Simon, Chemist
Hochschwander
ter Meer
Loehr.

General Tire & Rubber Co. on 15 December 1938
In New York, in the Office of the Standard Oil of N.J.,
30 Rockefeller Plaza.

Present: Mr. Pushee
Mr. Russell Standard Oil Development Co.
ter Meer.

All the conferences were prefaced with the following brief address:

The scientific work of the I.G. in the field of synthetic rubber was touched upon. The sinking of the price of natural rubber during the years 1923-29 led to the recognition that only such synthetic rubbers would be economic propositions as possessed qualitative advantages over natural rubber. Our makes, Buna S and Perbunan, fulfill these demands; they are far superior to natural rubber, inter alia, in their resistance to heat and chemical influences, effects of age, mechanical strain (wear), improved resistance to swelling in contact with gasoline, oils and fats. There existed, however, one great difficulty in its manufacture: the mixing and rolling processes took up the greatest amount of time, wages, power and apparatus. So long as this defect was not overcome, there was no use in recommending our tire rubber Buna S to the American rubber industry and we confined ourselves in the United States to the marketing of Perbunan as a special product for swelling-resistant articles.

The work of the last two years led now to the great result that, by means of a thermic decomposition of the Buna S, a material was obtained that, in respect of its manufacturability, very closely approached natural rubber and was able by vulcanization to regain its original qualities. It is now possible to work up the decomposed Buna S in the same apparatus as used for natural rubber (Banbury Mixer etc.) at the same speed, to spray breds etc.

Very carefully conducted road trials have shown that Buna tires, thanks to the better wearing qualities of the Buna S, demonstrate a 30 % longer life of the protector. There now exists therefore a material that must be of interest for the American tire industry.

MS. Marginal note: How is this to be understood ?
With regard to Perbunan, there are likewise indications that this can be brought out in improved form. So long, however, as this has not yet been carried out on a large scale, we are recommending Perbunan only for swelling-resistant articles.

It was then stated that in Germany there were plants capable of covering 70 % of the present rubber consumption in operation

or in course of construction and that it was intended to arrange to cover the whole requirement. This shows how favourably Buna is to be judged; a modern Great Power cannot do with inferior rubber substitutes.

The different raw material bases used in Germany and the USA were referred to and it was stated that a large scale production of Buna S in the USA on a Butan or n-Butylonobasis would mean prices that were higher, indeed, than natural rubber, but which, considering the improved qualities, would lie within reasonable margins. Under all reserves, on account of the not yet completed cost price estimates, a possible price was mentioned for Buna S of 30 ¢ per lb. (equivalent to RM 1.65 per kg), and for Perbunan a price of 50 ¢ per lb. (corresponding to RM 2.75 per kg). With the beginning of manufacture of Buna S in the USA, Perbunan would also be produced in the country.

Our present proposal is that the four great rubber factories and General Tire should take trial quantities of Buna S from the 2000 tons a month production that would be available in March 1939 and try out the material for tires, particularly natural-rubber tires with Buna-protector, as well as for other purposes (for example, conveyor belts etc.).

In the course of the discussions, it was evident that all the firms had been greatly interested in Buna for a considerable time. Perbunan is worked up in larger or smaller quantities by all the firms and Buna S was already known from trial quantities ordered (Goodrich and Goodyear) and some of them were to some extent informed regarding its qualities from reports from Germany. We found also that our makes Buna S and Perbunan were esteemed as valuable products, which, however, could not be used on a large scale owing to their earlier difficult manufacturability. The information that a large scale technical solution of the manufacturability problem had been found in the case of Buna S, by means of a thermic decomposition, aroused extreme interest. Of course, the question was raised whether this thermic decomposition was to be carried out by the Buna producer or the Buna manufacturer; we left the answer open for the time being.

The four great rubber manufacturers raised the question of a participation in production in the USA. In accordance with the provisions agreed with the Standard Oil, such a participation

was welcomed in principle, but negotiations as to manner and extent were postponed until such time as experimental results would be available.

Goodyear and Goodrich both asked for a direct licence, Goodyear suggesting as a basis the well known procedure of Dr. Sebrall and the connection with Dow, and Goodrich specially pointing out that they were the only firm who possessed no plantations. Our rejoinder that, in accordance with the generally prevailing tendencies in the U.S., an important new raw material of this kind must be made accessible for all consumers, was however finally generally accepted, although with the implication that, after the conclusion of the tests, all those who had taken part in them should be given the opportunity to negotiate concerning some form of participation in Buna factories.

All five firms declared their interest and their willingness to institute tire experiments with Buna 3, to get acquainted with the material and to investigate its value also in other directions, besides tires. On our part, we promised that we would give wide support to the trials by preparing suitable manufacturing instructions in the English language and by sending out technicians. In general, small quantities for laboratory and small experimental tests were requested and larger trial quantities for large-scale dispositions some weeks later, as soon as Goldoxen had the large-scale apparatus working. As price, we mentioned the official price prevailing at the time of delivery in Germany, plus transport costs and customs taxes.

In general, we found a very generous attitude, combined in some cases with particular appreciation of the technical progress of German industry in latter years. The positive attitude taken by U.S. Rubber, Goodrich and Firestone was especially impressive; Goodyear was perhaps a little disappointed on account of the rejection of the Sebrall proposals. On account of lack of time, we were unable to speak to the President of General Tire, Mr. E. O'Neill, but only to the head of the laboratory, Mr. Pascoe.

Conference with Mr. Caldwell (Standard Oil Co.),

in New York on 1 September 1938.

Mr. Caldwell is the Tire Export of the Standard Oil Co. and has the management of the Tank agencies' business of Standard Oil in Atlas tires. He reports on the progress of this business. Originally, Standard Oil took their tires from Goodrich only, but of later years they have adopted the custom of placing half their orders with Goodrich and half with S.S. Rubber. The Atlas tire occupies at present fifth place in tire sales in the U.S. This year, approximately 5.5 million Atlas tires have been sold, corresponding to about 10 % of the entire American tire manufacture. About 50 % of all U.S. tires are made in size 6.00 x 16, the retail price of which is between 13 and 14 dollars. On an estimate, about 40 % of all tires are sold at the actual price. In Mr. Caldwell's opinion, there is no object in making any improvement of the tread for this proportion, if it would involve a rise in the price of the tire. For the remainder, i.e. 30-35 million tires a year, an improved tread would be worth taking into consideration, especially for giant pneumatic tires for lorries and omnibuses, where, as a result of overloading and high speeds, the tread is often prematurely worn out.

Visit to the Dow Chemical Co. in Midland

on 10 December 1930.

Present: W. Willard Dow
Dr. Hale
Dr. Britton
Dr. Boydell

Mr. Forster
Mr. Ischr
Dr. W. Daisborg.

The Dow factory was first of all rather rapidly inspected. At the principal entrance, there is a new administration building, erected on simple lines, which also houses a very useful and tastefully executed auditorium and a chemical library, which, for American conditions, is very comprehensive. The following plants were shown to us:

Chloralkali electrolysis
Aniline from Chlorobenzene
Phenol from Chlorobenzene with by products
Alcohol
Power plant
Laboratories.

The whole set-up of the factory and the plants shown to us made an excellent impression, as also did the chemical and physical laboratories and the small experimental plants. The laboratories are in all respects well constructed. Physical and electrostatic methods especially are worked. The laboratories are housed in relatively slight, but very suitable one-storied buildings. Division into single rooms has been effected by means of light partitions, which can be easily removed to allow of conversion into larger rooms as required. Now York in the Dow Chemical Co. seems to be tending strongly in the direction of synthetics. We were shown a monofil which

was said to represent a polymeric product of Trichloroethylene and which exhibited considerable solidity. A co-polymerisate of the same product with a component, of which we were not told the name, is said to be even better. Physiological laboratories have also lately been added, in which the toxicological qualities of Dow Chemical Co. products are tested on animals.

Polystyrene.

The apparatus, which consists of two separate units for Ethylbenzene and Styrene, was only seen from a distance. Its capacity was stated to be 1.2 million lbs. Styrene a year. The production is actually far less. The cost price was said to be something under 15 cents a lb. Apparently Chlorine is not used and the Styrene is produced by direct dehydration of the Ethylbenzene. Subsequent enquiry of Mr. Sparre (Dupont) concerning a possible infringement of the well known patent made it appear doubtful whether dehydration of Ethylbenzene without the use of a catalyst is open to Dow. This question is at present being investigated by Dupont.

Soil Bacteria.

Dow's latter work is intensively occupied with soil bacteria. The production of concentrates of certain soil bacteria is sometimes contemplated for the purpose of selling them to agriculturists for the improvement of the yield of the soil. We were asked if this process would be of interest to Germany. Besides this, Dow thinks that soil bacteria could also be used for technical purposes. In the Dow factory, for instance, the dephenolisation of the waste water from the phenol factory is carried out in such a way that the waste water, reduced to a certain phenol concentration by dilution with river water, runs over a slag filter which is soaked with certain soil bacteria. The bacteria completely disintegrate the phenol, so that the purified waste water emerging from the floor of the slag filter can be immediately directed into the river.

Thiokol

is produced in a well constructed apparatus which has a capacity of 1.5 million lbs. a year. The apparatus consists

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is produced in a well constructed apparatus which has a capacity of 1.5 million lbs. a year. The apparatus consists

of two starting vessels for polysulfide solution and two conversion tanks. The Thiokol, after filtration and washing, emerges in the form of a crumbly mass, and in this form is marketed by the Thiokol Corporation. The Thiokol is manufactured predominantly from dichlorodistyl-ether, as well as the other nalkes.

Butadiene.

What interested us most was the production possibility of Butadiene, which Dow stated consisted of 700,000 lbs. a year and could easily be tripled. The Butadiene was said to be 99.9% pure and, according to Dr. Schrell (Goodyear), was excellent in polymerization. The Butadiene is obtained as a by-product in an oil cracking plant, to which the heat is supplied by superheated steam in a reaction chamber. The yield of olefine amounts to over 50% (of which 4/5 is Ethylene) of the oil used, a statement which was later confirmed as correct by Dr. Russell (Standard Oil Co.). The olefine mixture contains 2% Butadiene. First, a C_4 fraction is distilled out of it and out of this, azeotropic pressure distillation, pure Butadiene is obtained. The separation from the alpha-butylene preponderantly present offers no difficulties. A number of patent applications had been filed for the process, but those they were not willing to discuss with us. It was mentioned that, for the separation of the Butadiene out of the C_4 -fraction, Dow had still another process, in which SO_2 entered into a double combination with Butadiene. Dow had also made attempts to separate Butadiene with the help of copper salts, but had abandoned this process, because the two methods already mentioned were technically better. Dow appears to have occupied himself only with the extraction of Butadiene from gases containing olefine, and not, for instance, with the production of Butadiene from butan. As cost price for the Butadiene, as obtainable in the present well constructed experimental plant, 15 cents a lb. was named.

Buna.

Following on the discussion of the Butadiene situation with Dow, the development of Buna in Germany and our contemplated procedure in the U.S.A. were broadly described, particular stress being laid on the fact that we should only consider any great commercial development of Buna S or Buna N possible if,

after thorough investigation of the suitability of the material under American conditions, a beginning was made with large-scale manufacture in a favourably situated locality. We also expressed our view that we could not think of anything but butadiene or n-butylene as the raw material basis for such large scale production in the U.S.A. Even if we did not wish to exclude the delivery of smaller quantities of Butadiene, separated from crack-gases, this manner of Butadiene production still did not appear to us adequate as a raw material basis. Mr. Dow did not approve of this proposed procedure on our part, but advocated, as is usual with new productions, beginning with a small trial plant and giving to the manufacturers taking these trial quantities an exclusive licence on our Buna patents for a certain period, for instance 5 years. The already existing collaboration between Dow and Goodyear would serve the development of buna during this exclusion time in good stead. After expiry of this period, the licence should become non-exclusive. We, nevertheless, maintained that, although Buna S was new for the USA, it was, however, so far developed in Germany that it did not seem to us worth while to let the whole process of development take place in the USA all over again. Mr. Dow further expressed the fear that our intention to enter into large-scale production from the very beginning might cause the big rubber manufacturers to amalgamate, in order to prevent - with an eye on their plantation interests - a large development of the production of synthetic rubber in the USA. We declared that such a procedure on the part of the rubber industry did not seem to us very probable. In any case, it was our strict intention to enter for the moment into no obligations of any kind - with the exception of those already existing with Standard Oil. If our hope of establishing Buna from the beginning as a large scale manufacture was not realisable, owing to lack of suitability for the American market, there still remained the possibility of taking Dow's suggestion into consideration. For the rest, it was not our intention to exclude Dow from any development of our Buna interests in the USA. If Dow was in the position to contribute something to the industrial development of Butadiene

we should be pleased to negotiate with him,

The question whether Dr. Britton would be present
at the visit to Goodyear which was to take place on Monday,
was decided by us in the negative.

Visit to the Goodyear Tire & Rubber Co. in Akron.

12. December 1936.

Present: Mr. Dinancre
Dr. Sebrell

Dr. ter Meer
Dr. Leehr
Dr. Hochschwender.

Following the general discussion with Mr. Litchfield and Mr. Thomas, individual technical problems were discussed with the above-named gentlemen. Dr. Sebrell stated that he too had observed in connection with the Buna S produced in the Goodyear laboratory that by means of thermal decomposition it could be made into a form which could be more easily manufactured. He showed several samples, amongst them a piece of a sprayed tire tread. He then went on to expound once more his well known argument that the Goodyear Company, through their own efforts and because of the fact that Butadiene can be produced by the Dow Company, are in a position to process not only Buna, but also to manufacture certain quantities of polymerisates and that the Goodyear Company would like to obtain a license for the Buna patents, for Buna S as well as Perbunan. To this we replied that to our way of thinking Buna could be developed in the U.S.A. only if produced on a large scale and that neither the supply of raw material by Dow, nor Goodyear's own production offered a sufficient basis for building it up. In particular we pointed out the difficulties in obtaining a uniform polymerisate from current production. This appears to us to be feasible only by a ^{continuous} polymerisation operation on a large scale. Since Dr. Sebrell repeatedly insisted that he feels he is in the position to master polymerisation also in batch-production and to obtain a good and uniform polymerisate, and since the Goodyear Company had the urgent wish to obtain a license for the Buna patents for building a pilot plant, he was given to understand in the most certain terms that for the time being we could not consider granting a license to the Goodyear Company.

Visit to the U.S. Rubber Co., in Detroit

13. December 1938

Present: Mr. Tompkins (Vice-President)
 Mr. Shashan (General Manager of the Detroit
 factory)
 Dr. Gibbons (Head of the Central Laboratories
 of the U.S. Rubber Co., Tuscumbia,
 N.J.)
 Dr. Cadwall (Chief Chemist of the Detroit
 Factory)
 Mr. McGovern (Head of the Experimental De-
 partment of the Detroit factory).

Dr. ter Meer
 Dr. Leehr
 Dr. Hochschmiedler

Already at the first meeting on 7. December 1938 we were given some data on the importance of the U.S. Rubber Co., within the framework of the entire American rubber processing industry. The U.S. Rubber is at the present time the second largest tire manufacturer in the U.S.A. (Goodyear occupies the first place) and the biggest manufacturer of industrial rubber products. Their annual consumption of natural rubber at the present time amounts to 165 Million pounds (approx. 75,000 Tons). 30 Million lbs. are used for industrial products (approx. 14,000 Tons) annually. The annual yield of their own plantations in Sumatra and Malaya amounts to 75 Million lbs. (approx. 35,000 Tons); owing to the present restricted quotas only 39 Million lbs. (approx. 16,000 Tons) are tapped. When U.S. Rubber started the plantations, the yield per acre (equals 1.4 ha) amounted to 250 lbs rubber; today the average yield amounts to 650 lbs per acre. U.S. Rubber has, however, through hybridizing certain Hevea plants, obtained prize yields of 2000 - 2500 lbs per acre. The production of their own plantations is taken mostly in the form of latex, and the portion which is not used by their own production, is sold to other rubber processors. The U.S. Rubber tires are said today to be the best product in the U.S.A. Besides their regular standard quality, the U.S. Rubber has put on the market a special skid-proof tire under the name "U.S. Royal Vector", which is sold at 60% more

and finds a ready market. The most popular tire size in the U.S. is 6.00 by 16 and it is sold at a retail price of \$ 13.95. A tire of this size contains in all 11 lbs. of rubber, of which 6.5-7 lbs are in the tread. At an estimated sales price of 31 cents per pound of Buna S a tread made of Buna S, as compared with natural rubber (16 cents per lb.) would require an additional cost of 91-98 cents per tire. However, if the tire, which is protected with Buna S lasts 30% longer, then such a tire would be worth approximately \$ 4.20 more to the consumer. This rough calculation shows that there are sound commercial possibilities for Buna S, if the superiority, which was achieved in Germany, as compared with the tire made of natural rubber, can be repeated in the same degree in the U.S....

Through Naugatuck, a company controlled by them, the U.S. Rubber occupies an important position in the production and sale of auxiliary chemicals for rubber manufacture. Naugatuck is said to have invented and developed a series of new accelerators.

Amongst the impressions obtained from a visit to the U.S. Rubber Detroit tire factory, the following points deserve to be emphasized:

- 1.) The rubberization of the cords is done with latex. This method of rubberizing is used only by U.S. Rubber, by Ford and by a small plant which is licensed by U.S. Rubber. The process is regarded by U.S. Rubber as essential for making a good body, because the individual thread is more thoroughly rubberized than in the other processes which are using solid rubber.
- 2.) The building up of the tire is done on a rotating fixture in which the workman occupies a stationary position, and the work which he has to carry out is moved into position by turning the rotating fixture. The fixture keeps sixteen men working in shifts of six hours each. Each worker carries out a certain operation in making the tire; with the help of this equipment the U.S. Rubber was able to accelerate the manufacturing process

considerably and to become more independent of skilled labor. According to the officials of the U.S. Rubber, a man can be trained for his particular operation in one day. A team of sixteen men can build 4500 tires in 24 hours; this corresponds to 16-17 tires per man-hour.

3.) Running tests under changing conditions, such as variations of speed, loading, tire pressure and axle-positions are carried out at a large testing station. Dr. Cadwell thinks that the results of the various tests make it possible to form a reliable judgment of the quality and the expected life of the tire. In addition to the experimental station, there is a big car park for driving tests with all the types which are in use in the U.S.A. Annually about 100 million tire-miles are run on test-stands and on the road; of these, 10 million in the test-stands alone. The road tests include also the testing of the influence of side-pressure (windage) on the tire.

In the factory three different groups of equipment are used for manufacturing tires. This permits of adaptation to the prevailing market conditions in respect of costs and production.

a) Equipment for the mass production of standard tire sizes: capacity 12,000 tires per day.

b) Equipment for average production: capacity 100-1200 tires per day.

c) Equipment for producing special tires for tractors, airplanes, etc.

Altogether, the factory makes a very good impression, although individual operations are carried out in different localities, due to changes in the production methods. Special importance is attached to having exact laboratory control of all the manufacturing steps. Apart from the laboratory attached to the tire factory in Detroit, the U.S. Rubber has a large central laboratory in Passaic, New Jersey, which serves mainly for research purposes and in which problems concerning the rubber as well as the auxiliary materials for manufacturing rubber are investigated.

Then followed a discussion on the outlines of the experimental program which U.S. Rubber is to undertake. U.S. Rubber would like first of all to obtain 500 lbs. of Buna S in order to get acquainted with the properties of the product in the laboratory and to carry out small scale tests. Later (about the second half of March) 500 more lbs. of Buna S would be required, which would be used for making tires in the factory and which should be obtained from the continuous production at Schkepsou. Dr. Cadwell asked some questions about the resistance of Buna S to adhesion on natural rubber, and was especially interested to know whether in a tire which is protected by Buna S, the " cushion " is to be made of Buna S, or of natural rubber. We told him that precise instructions about the mixture ratios and the points which have to be watched during the building of the tire would be sent with the first sample shipments of Buna S.

Perbunan is regarded as being superior to Neoprene because it has a greater resemblance to rubber. For the rest, Neoprene will always be used whenever high resistance to ozone and light is required; in this respect Neoprene is so far unsurpassed. Thiccol is regarded as being usable only for limited purposes, especially where resistance to solvents is required and where the article is not subjected to pressure. For all uses where " cold flow " might occur, Thiccol is not regarded as practicable.

Inspection of the Tire factory of the Ford Works in River Road
13. December 1938.

The building of the Ford Tire Factory was based on the experience of all the big American Tire factories, which they put at the disposal of Ford free of charge. At the present time it has a capacity of 5000 tires a day. After completion the final capacity is expected to amount to 12,000 tires per day. The entire manufacturing process is set up in a single big hall, and the main feature is the highly systematic arrangement of the machinery. The bales of raw rubber are stored in the basement, and are there cut up into pieces by a cutting machine. The cut rubber is transported by a conveyor to a plasticizer; from there it goes to the second level, and from there to Banbury mixers. Above this level are the bins for carbon black, sulphur and the other auxiliary materials. From the bins they are carried through automatic electrically controlled weighing devices which show the weight of the contents of the bins, the movement of the bin material and the raw rubber in the Banbury mixers. 12 Banbury mixers are arranged in a single row; underneath each Banbury mixer a rolling mill is arranged in the same casting block. Rolling mills and Banbury mixers are driven by one motor. The mixtures are transported from the first rolling mill on to the second which is next to it, and from there to the tire making equipment. A "roundabout" arrangement (Karussell) patterned after the U.S. Rubber device, was being built. At the present time, the tires are being manufactured separately. Judging by appearance the factory was still in the starting up stage. In particular the continuous operation of the separate manufacturing steps, upon which the whole plant was based, did not appear to be working yet.

Visit to the B.F. Goodrich Company, Akron,

on 14 December 1938.

Those present were:

Mr. Robertson	President
Mr. Newhall	Executive Vice-President
Mr. Montengohl	Treasurer
Mr. T.G. Graham	Vice-President
Mr. Schade	Chief Chemist
Mr. W.L. Saxon	Chemist

Dr. ter Meer
Dr. Loehr
Dr. Hochschwender

The Goodrich Co. occupies a singular position among the four major rubber-processing concerns in the U.S.A. in that it does not possess its own rubber plantations. Goodrich consequently believes that it is in a position to approach the production of synthetic rubber with less prejudice than the other major rubber processing firms. Goodrich lays particular emphasis on the fact that it was the first factory in the U.S.A. to introduce the production of Perbunan on a large scale, and that it had rendered particularly active assistance to the advance in the difficult negotiations on the classification of Perbunan for inclusion in a more favorable class as far as customs duty was concerned, by providing experts for consultation etc. Goodrich foresees possibilities of extending the market for Perbunan, as great as those of extending the market for Neopren, if the prices can be reduced still further.

Considerable interest is also being displayed in Buna S, not only for tires, but also for a number of industrial products where superior resistance to friction can improve quality, products such as conveyor belts and footwear. One thousand lbs. Buna S are required for the time being for laboratory purposes; later, larger orders for material to be used in tire experiments will follow.

In addition to minor industrial products, Goodrich is selling gasoline hoses produced from Perbunan on a fairly large scale to the Standard Oil Company gas stations. A 1000-day guarantee is given by the Goodrich Co. for these hoses. In view of the obligation which the Goodrich Co. undertakes when giving this guarantee, it is particularly important for the Goodrich Co. that the quality, and particularly the resistance to the flow of gasoline of the deliveries of Perbunan should remain constant.

Document ter Meer No. 136
Exhibit No.

A short time ago, Goodrich received from Leverkusen via the
Advance a sample of a softer substance but despite its greater
malleability, the material proved to be less suitable for
processing on rollers.

Visit to the Firestone Tire and Rubber Company,

Akron, on 14 December 1938 .

Those present were: Dr. Babcock
Mr. Street

Dr. ter Meer
Dr. Loehr
Dr. Hochschwender.

Dr. Babcock and Mr. Street made a report on their experience and the experiments carried out by them with Perbunan. Firestone utilizes Perbunan for a number of minor industrial products such as washers for oil pumps. In addition, special wheels are produced for the trolleys of plants whose floors are dirtied by oil; for this purpose, a Perbunan belt is vulcanized onto the iron rim of the wheel. Firestone has also conducted tire tests with Perbunan; in view of the difficulty encountered in processing the substance, the Perbunan protector was built up in layers. When tested in motion, the separate layers came apart as a result of insufficient cohesion; despite this, by comparison with Firestone natural rubber tires, a 10 % longer life was obtained. (Mileage 8,000 km).

One could assume from the statements of Messrs. Babcock and Street that they had great confidence in Perbunan, and were highly interested in Buna S. It is desired that 50 lbs. of Buna S be sent immediately for laboratory tests. Dr. Babcock's report that Neopren was used by Firestone only on a very limited scale for small articles, was interesting. Annual consumption for 1938 amounted to 12,000 lbs.

Discussion with Drs. Konrad and Koch on 18 January 1939

on Experiments with Buna S conducted in the U.S.A.

Stamp: 27 January 1939

The following amounts have been ordered by the following firms for preliminary experiments:

B.F. Goodrich Co., Akron	1,000 lbs. Buna S
U.S. Rubber Products Inc., Passaic	500 lbs. " "
Pirestone, Akron	50 lbs. " "
General Tire and Rubber Co.	50 lbs. " "
	1,600 lbs.
	= 727 kg.

Stamp: Return to Dr. Konrad

Initialed: W
Mr. Synthetic Rubber Division

Drs. Konrad and Koch consider it expedient that at least 1 ton be held in the U.S.A., in addition to the quantities ordered, as reserve supply. This reserve supply is to be stored under customs seal; only on the express demand of Dr. Koch should imports be made into it. It is considered advisable to dispatch a total of 2 tons of Buna S. In order to ensure uniform treatment as far as customs duty is concerned, the goods should be sent via the Advance Solvents and Chemical Corporation.

Consignments of the samples required are already on the way from Schkopau; the testing of this material will have begun by the beginning of February. Only non-processed material will be sent; the form in which such material is to be dispatched has not yet been decided upon; if the strips obtained when the sheets are cut do not adhere to each other in storage, then these are to be sent.

In addition to Buna S,

50 kg AZ accelerator and

1,000 kg CK₃ carbon

are to be sent to the U.S.A. The patent situation in the U.S.A.

as far as the use of AZ accelerator is concerned, is not entirely satisfactory; Dr. Gauer of Leverkusen will make a report on the subject. Dr. Albers will handle the question of any special export authorizations which may be required for the exportation of the above-mentioned substances.

Dr. Koared suggests that the quantities of Buna S required for preliminary experiments be supplied free of charge; he believes that interest in the experiments will be heightened in this way.

Dr. ter Meer
Dr. Konrad, Leverkusen
Dr. Koch, Leverkusen
Dr. Albers, here.

The mixing vats etc. required for the conduct of the experiments are in the course of preparation; only such experimental data as has been obtained from experiments conducted by the I.G. itself will be used for this purpose.

Dr. Koch's departure is planned for the 9th. or 16th. February 1939 (steamer "Hansa" or "Deutschland"). The duration of his stay - in so far as it is determined by consultations on the preliminary experiments - is to be fixed at approximately 4 weeks; should it be possible, to supply the material for the major experiments at the same time, Dr. Koch would remain correspondingly longer, in order to be present at the processing of the first large mixings. Should this not be the case, he would have to make a second trip as soon as the material for the major experiments reaches the U.S.A. Dr. Koch also plans to take advantage of this visit to obtain more detailed information on the present-day uses of Perbunan also; in this connection, the question of the extent to which Dr. Koch can depend upon the organization of the Advance Solvents and Chemical Corporation, will also be discussed. It was ascertained that the Advance had nothing to do with the Buna S - experiments (apart from the assistance which it rendered in the matter of customs duty.) On the other hand, there was no objection to Dr. Koch's making use of the Advance's laboratory installations for the solution of his own problems or to his consulting the Advance on matters connected with Perbunan.

Six of each of the following brands of tires are to be used for the road tests requested by the Army Ordnance Office (all size 5.50 x 16):

U.S. Royal Master
U.S. Rubber (Standard quality)
Goodyear Double Eagle (Top quality)
Goodrich Silvertown (Top quality).

The tires are to be shipped via Chammyco in a single consignment; Dr. Albers is to sound the appropriate authorities on the subject of the necessary import and foreign currency authorizations.

In addition, Dr. Konrad requires a larger quantity of the new type Neopren G. Dr. Loehr will write to Mr. Bridgewater on the subject. The necessary import and foreign currency authorizations are still to be obtained.

Frankfurt am Main,
25 January 1939

Steno:
Signed: Loehr

To:

Director Dr. ter Meer,
Dr. Konrad, Leverkusen
Dr. Koch, Leverkusen
Dr. Albers, here.

I.G. Frankfurt
Sales Combine for Chemicals, Department

Order
No. 709
for

For Supplier Works
(Dept. dispatching goods)
..... No. 1

G a r u s s
(carbon black)

Agency district:	Ordered through: V 1	Completed:

Consignee: Advance Solvents and Chemical Corporation, 245 Fifth Ave., New York/U.S.A.		

Quantity:	500 kg.	
Packing:	seaworthy	

To be delivered: Immediately
Must at all costs be shipped on steamer Moordam
sailing from Rotterdam on 18 February 1939

Instructions:	To be sent from Leverkusen by passenger
Destination:	ship, possibly by express goods, immediately,
Station,	at expense of consignor, to Delta, Rotter-
Delivery	dam, for shipment to Advance, New York,
directions,	c i f New York, duty free.
Carriage paid slip	for Delta, Rotterdam
Freight	Bills of lading are to be made out and sent
declaration:	to: Advance Solvents and Chemical Corpora-
	tion, 345 Fifth Avenue, New York, 1 original
	bill of lading by one post and a second by
	the second post, and 2 copies to Sales Dis-
	patch Department, Frankfurt am Main
	Declaration: <u>Carbon black</u> Country placing
	order: U.S.A. Free consignment 76

Value:
Conditions of payment:
statistical group
(Industry?) W:

Costs of New York, dutyfree, to be borne
by Department V 1

Notice of dispatch, No.20

Supplier Works: Leverkusen Frankfurt am Main, ./.....
Abbreviation illegible 2 (ref. Rubber experiments)

(To be filled out by Works) Date of Dispatch: 15 February 1939
 No dispatched by:

Steamer Hesse (Koenigsfeld)

Number and Nature of Packages (Weight in Litres)	Ref. and Number	Gross	Weight Tare	Net
--	-----------------	-------	----------------	-----

	I.G. Farbenindustrie Aktiengesellschaft			
		kg	kg	kg
5 packing cases	No. 767/771	696	196	500
	New York USA			
	Contents and container made in Germany			

Size of packing
cases: 97x94x74 cm.

Initial: Rf.

Point of lading: building Q 12, Gate 3
port of lading: or in the building K 11, Gate 2 (remainder illegible)

Insurance:	Anticipated	Gratis
Transportation:	Transportation	
Storage:	Costs:	
Months:	RM	
Account:		
Works: Product No.: ..		

Data affecting
calculation of
Packing Charges:
a) Packing charges, RM
b) Expenses incurred by plant
dispatching goods: RM 25.-
c) Renting fee: RM 5.-

Size of package:
(Only in the case of overseas
dispatches)

I.G. Frankfurt
Sales Combine for Chemicals

Order ref. Sales Department: VI Date: 10.2.1939 Order No. 593
Agency District: = Free Consignment = 76

Product: Buna S Product No.
Declaration: rubber, synthetic 08002/03
'W'
'o'
'r' CS
'k'
'a'

Consignee: Advance Solvents and Chemical Corporation, Country
345 Fifth Avenue, New York of Destination 540

Quantity: approximately 2,806 lbs. = 1,273 kg. Completed:

Packing: seaworthy

Steamer: Moordam To be delivered: Incidental Items:
Port: Rotterdam Immediately
Date: 18 February 1939

Instructions
for Dispatch: To be sent, carriage free, by passenger ship (if
necessary, by express goods) to Delta, Rotterdam,
for shipment to Advance, New York. c i f New York
duty free.
Export permit No. 12555 to be sent separately with
cover note, and submitted to Customs Office.
for Delta, Rotterdam.
Bills of lading are to be drawn up and sent to:
Advance Solvents and Chemical Corporation, 345 Fifth
Avenue, New York, one original bill of lading by one
post, and additional one by second post, 2 copies to
our Sales Dispatch Department, at Frankfurt am Main.
Must at all costs be shipped on the above-mentioned
steamer. Costs c i f New York, duty-free, will be
borne by us. Department VI

Ms. FIE 85448865

Supplier Works: Rubber Experimental Plant, Plant Office, Leverkusen
Steamer Hessia (Koenigsfeld) sent:
Date of dispatch: 15.2.1939

Number and type of packages.	Ref. and No.	Weight		Price	Amount shown on bill
		Gross	Net		
Number of individual packages and details of contents:					

38 packing cases	I.G. Farbenindustrie Aktiengesellschaft No. 718/745	lbs. lbs. lbs. 3949,- 1139,8 2809,2	
Point of lading: Building K 11, gate 3	New York/USA Container & contents made in Germany	1791,-- kg	"Free of charge"

Initial: Z

Size of package: 100x53x39 cm

Insurance while in transit	a) Packaging charge RM 126.-	Price
Insurance while in storage	b) Expenses incurred by plant dispatching goods	RM 28.-
Anticipated costs of transportation RM	c) Renting fee	

Conditions of
payment 15.2.1939

Statistical Op. W (Industry?)

6 for Supplier Works

To:
Dr. K. Hochschwander,
c/o Chasmyco Inc.,
521 Fifth Avenue,
New York

18 February 1939
Dr. L./Ms.

Stamp: 21 February 1939

Ms. (first words illegible)
return: for information
initial: th

Dear Dr. Hochwander,

Following the discussions which we conducted last December on the subject of the Buna experiments, we have received first sample orders for small quantities of Buna S, as follows:

Goodrich Co.	1,000 lbs.
U.S. Rubber	500 lbs.
Firestone	50 lbs.
and General Tire and Rubber Co.	50 lbs.

The above-mentioned quantities of Buna S are already on their way, and in addition a further allowance of Buna S, in case more should be required in the initial work. We shall send the required quantities direct to the firms placing the orders, but we have arranged through Mr. Mullaly and Dr. Pickrell, as the result of an exchange of telegrams through the Duisberg office, and in order to ensure uniform customs duty, that the Advance shall appear as nominal consignee and shall pay customs duty. Appropriate instructions have already been sent to the Advance by our Department V. The quantities shipped in excess of orders are to serve, for the time-being, as a reserve, and are to remain under customs seal. Dr. E. Koch, to whose trip we shall refer in more detail very shortly, will give appropriate instructions for the withdrawal of additional quantities from the customs depot. In any case, 100 kg of this consignment of Buna S would have to be withdrawn and sent to Dupont, as we promised Mr. Bridgewater in December to provide him with 100 kg. of our present type of Buna S. We enclose for your information a copy of our letter to Mr. Bridgewater on the subject.

We have decided not to send bills for these shipments to the above-mentioned tire factories. We should merely have to request the firms concerned to refund to the Advance any money which it may have to pay in customs duty, as we are unable, within the scope of free supply of samples, to accept liability for transactions involving the use of foreign currency. We should like, however, to point out at the outset, that we shall be forced to charge normal German prices for the larger quantities which will be required at a later date for the large-scale tire experiments.

Dr. E. Koch will sail for the United States on the steamer "Hamburg" on the 23rd. of this month, arriving in New York on 3 March, in order to act as adviser to the tire factories concerned on the processing of Buna S. Dr. Koch will get into contact with you in connection with his program as soon as he arrives. We should be greatly obliged to you if you would give him your full support in his work. In addition, we have authorized Dr. Koch to draw dollars from you, the amount to be debited to us, should the need arise. Dr. Koch will bring with him appropriate documents on the subject of the processing of Buna S, which will be sent to the tire factories concerned, after consultation with you.

Yours sincerely,

Stamp: signed: Lochr

Ms. Copies to: Dr. Konrad, Leverkusen
Dr. Koch, Leverkusen
Department V, Frankfurt am Main

I.G. Farbenindustrie Aktiengesellschaft,
Frankfurt (Main) 20
Department ... Office A of the Technical
Committee Date: 20.2.1939
Stamp: 21 February
To: Dr. Konrad, Leverkusen
For: Information Initial: Ha.
9046921
11-69886-150 M 388

Dokument Nr. ter. Moer 139

Exhibit Nr.

February, 14th, 1939

Dr. L/Ha.

E. R. Bridgwater, Esq.,
c/o E. I. Du Pont de Nemours & Co.,

Wilmington, Delaware

U.S.A.

Dear Mr. Bridgwater:

When we had the pleasure, of seeing you in Wilmington last December, we agreed to exchange samples of our newest types of Neopren and Buna S respectively. In the meantime a shipment of Buna S is being forwarded to Advance Solvents & Chemical Corporation, New York, and they will reforward to Wilmington the quantity of about 100 kgs desired by you. I presume that you will give definite shipping instructions to Advance in due course where the Buna S has to be forwarded after having been cleared through the Customs.

We, on our part, would like to have a quantity of 500 kgs Neoprene G shipped to Germany to be invoiced at your prevalent price which I understand is 65 ¢ per lb for the time being. The Purchasing Department of our Hoechst works will send you an order on that quantity together with shipping instructions.

I may further mention that Dr. E. Koch, Leverkusen, whom you know from his visit last year, will again come over in March and I rather that he will also call on you in Wilmington.

With best personal regards,

I remain,

Very truly yours,

gez. Loehr

Dokument ter Meer Nr. 140

Exh. Nr.

February 18th, 1939

Dr. L/Ha.

Arthur L. Mullaly, Esq.,
Advances Solvents & Chemical Corporation,
245, Fifth Avenue,
New York

Dear Mr. Mullaly:

You will probably know that Dr. E. Koch, Leverkusen, will sail this month and arrive in New York by SS "Hamburg" on March the 3rd. His principal task is to assist the tire manufacturers in their first tests on Buna S. As his stay will probably last until the end of March, Dr. ter Meer agreed to Dr. Koch's reading a paper on Buna at the meeting of the Rubber Division of the American Chemical Society in Baltimore. Dr. Koch will get in touch with you about the scope and contents of his lecture and I anticipate that you will be kind enough to give him your assistance in preparing the text of the paper.

As you probably know from a communication forwarded by Abteiling V, the shipments of Buna S are on their way to the United States. They are to be handled in accordance with the cables we exchanged last week, i.e. in the papers the rubber companies will be named as consignees but Advance as a nominal consignee clear the shipments to them through the Customs for reforwarding them to the ultimate consignees. In addition to the quantities ordered by the respective rubber companies, more than a ton of Buna S has been forwarded to Advance to be held as a reserve stock in bond. In case some Buna S has to be taken out of this stock, Dr. Koch will advise you. Apart from that, 100 kgs of Buna S

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have to be shipped to DuPont in Wilmington as per copy attached. We shall be obliged if you will ship that quantity to the place which Mr. Bridgwater of DuPont will indicate. This shipment to DuPont shall be invoiced at the prevailing German market price for Buna S plus your actual expense for customs duties etc. More definitive instructions as to that will be given by Abteilung V. For wellknown reasons, in no event any samples of Buna S are to be distributed to anybody but the four rubber companies and DuPont with the possible exception of Goodyear who may later order some.

With best personal regards,

I remain,

very truly yours,

genl. Loehr.

Abschrift.

February 28th, 39.

Willard D o w, Esq.,
President,
Dow Chemical Company,
Midland, Mich.

U.S.A.

Dear Mr. Dow:

When reviewing the various discussions we had the pleasure to have during our stay in the United States in December, it appears that it might be interesting to me to make some experiments with the butadiene separated in your Midland trial plant, particularly with the aim how such butadiene would react in the polymerisation process employed in our German Buna plants. I would therefore be very much obliged if you could see your way to arrange for shipping about 200 lbs to one of our works. In case there is no objection on your side against my request, please have the shipment directed to the following address:

I.G. Farbenindustrie Aktiengesellschaft
Kautschukabteilung,
Leverkusen aRh.-I.G.-Werk (Germany).

The very pleasant time we had the privilege to spend in Midland with you and your associates is in most agreeable remembrance with all of us and I hope to have an opportunity of see^{ing} you again in the late spring when I make another trip to the United States.

With best personal regards,

I remain,

very truly yours

Herrn Dir. Dr. Ambros, Lu.	sgd. Dr. Fr. ter Meer	IG Farbenindustrie
Herrn Dr. Konrad, Le.		Aktiengesellschaft
Abteilung V in Hause.	Abt. Tech. Bureau A	Frankfurt (Main) 20
		21.2.39
		20.2.39

zu senden an Herrn Dr. Konrad Le.

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN on RHINE
Office of Sparte I

Chemycos Inc.
521 Fifth Avenue
New York, N.Y./USA

----- als
Dr. RINGER
Dr. SCHILLMANN
Dr. HOPFMEIER

Filed:
Settled:-----

Dr. Scho./K.

16 March 1939

Subject: Buna samples for Standard Oil.

At the end of January we received the following cable
from Mr. ASBURY from London:

"HOWARD cable quote would like to obtain from
IG at earliest possible date for some of our
experimental work three moulded vulcanised
solid balls approximately four point two five
centimeters in diameter of Buna N and three
of Buna S both in pure gum compositions and in
tyre tread composition this makes a total of
twelve balls would also like three sheets of
tyre tread Buna N and three of Buna S
approximately fifteen by fifteen by zero point
three centimeters unquote please advise me
promptly how soon you can ship."

In the meantime we have received the required samples
from Leverkusen which we are sending you in the usual way.
According to informations received from Mr. ASBURY these
samples are intended for Dr. For. K. FAHLICH to whom we would
ask you to forward them.

Yours faithfully,

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT
signature: BALZ per pro SCHICKENBECK

C o p y

I.G. LEVITSKY

Copy

April 1939

Dear Mr. KOSKAD,

I have now managed to achieve this much, that all four factories have at least made themselves familiar with decomposition. Up to now everything has gone very well in the laboratory although the necessary equipment is often worse than inadequate. GOODRICH has already begun with tests on a large scale, but without complete success. The available equipment is far from suitable and will have to be changed. All four firms are showing a really great interest and are tackling the problem with such energy. Mixing tests in the laboratory have also been satisfactory. I understood from ROBERTSON that Dr. MEER intends to come here at the beginning of May. I consider this date - at least as far as Buna S is concerned - as premature. A decision can only be reached by road tests and these can surely not be expected by the beginning of May. A Perbunan fire test, which was made by GOODRICH, furnishes a typical example. In the laboratory it is three times superior to natural rubber, whereas on the road it is about equal to natural rubber. It will certainly be better for us if the first road tests are made during the better weather period. Perbunan makes good progress. GOODRICH wants to use 5 tons a month, an increase from 3 to 16 tons a month is possible. U.S. Rubber are beginning to consume more. Victor GASKET has replaced 70% of its Neoprene consumption by Perbunan; others are starting with Perbunan. I trust that everything will proceed favorably. Next week I shall once more go to Akron and to U.S. Rubber. Then there is this agreement on 4 or 5 April, which to be sure, will take a lot of my time. God willing, I shall return on 8 April on the SS. "Europa".

With kind regards to yourself and your wife,

Yours sincerely

signed: Albert ROCH

Copy.

33 Telegram

German Reich Post

----- from New York 1112 ----- 28 ----- 7/4 10.15 -----

Received on:

Transmitted

Day	Month	Year	Time	via transradio	Day:	Time:
8	4	39	7.30			
				K Lt - Farbfabrik	toi	byi
byi Z & Kln - through: Mi.				Leverkusen I.G.	Secretariat General	
Officer:				Works	11 April 1939 V.	

Before his departure for MEER wishes for a conference
stop returning on Europe on ninth if necessary via Cherbourg
stop as soon as time of meeting has been fixed cable
"Europe"

KCCR.

I.G. DEVEREUXEE

Central Rubber Laboratory

I.G. Farbenindustrie
Director Dr. for MEER
Frankfurt.

Dr. EA./Dr. 11 April 1939

Buna/America.

Dear Herr Doktor,

I have just received the following telegram from Dr. KOCH:

"Before his departure for MEER wishes for a conference
stop returning on "Europa" on ninth if necessary via
Cherbourg stop as soon as time of meeting has been
fixed cable "Europa".

KOCH."

If a report by KOCH can still be arranged before the
date of your departure, please let me know your plans.

Abschrift

Dokument ter Meer Nr. 145
Exhibit ter Meer Nr.

Frank A. Howard, Esq.,
Hotel Royal Monceau,
Paris

Frankfurt a.M., June 3rd. 1939

Dear Mr. Howard,

I confirm our telephone conversations of May 27th and June 2nd and wish to repeat briefly what we discussed over the phone.

BUNA S.

Our rubber expert Dr. Koch of Leverkusen has been in the U.S.A. for several weeks and has given to the Big Four and to General Tire the necessary indications for the use of Buna S in tire manufacture. At the present time the rubber manufacturers carry out certain laboratory tests. In order to avoid any setbacks, we intend to send Dr. Koch to the U.S.A. again in the course of the month of June so that he may be able to assist when the first batches for tires will be made. We are hopeful that road experiments with Buna tires can be carried out during the summer months so that conclusions may be available in the fall. As you know it is my intention to come over to New York in the course of October of this year.

CO-POLYMER.

I have to inform you that with regard to co-polymer our work has, so far, made no great progress. Dr. Mueller-Gunradt has a small pilot equipment under construction in order to use his catalyst and to find out whether the quality of the co-polymer can be improved by using the Oppau process. Results can only be available in the late fall of this year.

As regards the application side, our judgment concerning the co-polymer has not changed. We agree that the co-polymer may be an improved Vistanex but we do not

believe that it is sufficiently rubber-like so as to replace natural rubber in major uses. We are quite willing to continue our experiment work regarding the application in our rubber laboratory of Leverkusen and we will forward to you all indications which might be helpful to your work in the U.S.A.. We have, of course no objection if you want to submit your co-polymer to the rubber goods manufacturers in the U.S.A. for experiments.

As soon as our experiments in Osnau are carried through we would like to discuss the co-polymer question again with you with the aim to come to an arrangement with you in this field.

I am very sorry that I have no opportunity this time to see you, but I trust that our two conversations over the phone settled the problems in question, for the time being.

With very kind regards, I remain,

Yours very truly,

gez. Dr. Fr. ter Meer.

I. G. Farbenindustrie Aktiengesellschaft, Frankfurt
(Main) 20

Abt. Tea-Bureau A Tag 5.6.39

zu senden an Herrn Dir. Dr. Konrad, Le.

Wir bitten um gefällige Kenntnisnahme.

gez. H.

Ø Herrn Dir. Dr. Mueller-Gunrad, Osnau

Ø Herrn Direktor Dr. Ambros, Lu.

Ø Herrn Direktor Dr. Konrad, Le.

Ø Herrn Dr. Ringer, Osnau,

A f f i d a v i t .

I, Reinhard Diedert, residing in Leverkusen-Hiesdorf, F.F. Rungestrasse 36, German citizen, have been warned that I render myself liable to punishment if I make a false affidavit.

I declare, on oath, that my statement is true and was made voluntarily and without coercion, in order to be produced in evidence to the Military Tribunal No. VI in the Palace of Justice, Nurnberg, Germany.

On 1 June 1934 I entered the employ of the I.G. Farbenindustrie Aktiengesellschaft in Frankfurt am Main, and, from 15 August 1934, I worked in the Sales Department for Synthetic Rubber and Auxiliary Rubber Products. From this activity I know that during the period from 1934 up to 1936 and 1939 repeated shipments of synthetic rubber were effected to the rubber processing industry in the U.S.A. On the basis of sales statistics compiled at that time, I ascertained that the deliveries listed on the hereto attached tables were actually made during the periods indicated and to the extent given, and were recorded in the sales index file, which is in the central archives of the I.G. Farbenindustrie Aktiengesellschaft, Frankfurt am Main-Griesheim. Further records pertaining to this matter can be found in the files of the Central Rubber Laboratory at Leverkusen. The increased deliveries during 1938/1939 were due to the following fact:

In January 1938, the neoprene plant of du Pont temporarily ceased production on account of an explosion. This caused Goodrich to request I.G. by telegram to deliver regularly rather large quantities of Pertanen to USA so as to fill the gap in supplies which had been brought about by the explosion. The telegram can be found in the records of the Central Rubber Laboratory, Leverkusen.

Leverkusen-Bayerwerk,
7 January 1948

signed: Reinhard Diedert
(Reinhard Diedert)

Certificate: The above signature of Herr Reinhard Diedert, residing at Leverkusen-Hiesdorf, F.F. Runge Strasse 36, recognized by me, has been affixed before me this 7th day of January 1947 (sic), which is hereby certified and attested by me.

Leverkusen-Bayerwerk,
7 January 1948

signed: Karl Bornemann
(Karl Bornemann)

Defense Counsel in
Case VI before the
Military Tribunal in
Nurnberg

I.G. Leverkusen

Dokument Nr. Meer Nr. 146

Exhibit Nr.

Aussendungen nach U.S.A. in kg.

	1934	1936	1937	1938	1939
<u>B u n a N (=Perbunan)</u>					
General Tire & Rubber Co., Akron	204	-	-	-	-
E.J. du Pont de Nemours & Co., Wilmington	40	-	-	-	-
B.F. Goodrich Co., Akron	-	5	100	19140	-
Goodyear Tire & Rubber Co., Akron	-	-	440	2240	-
Dewey & Almy Chemical Co., Cambridge/Mass.	-	-	20	-	-
Ideal Roller Co., Chicago	-	-	5	2630	-
Manhattan Rubber Manufacturing Co., Passaic	-	-	50	-	-
R.T. Vanderbilt Co., New York	-	-	30	-	-
Victor Manufacturing & Gasket Co., New York	-	-	-	3960	-
Rapid Roller Co., Chicago	-	-	-	440	-
U.S. Roller Co., Passaic	-	-	-	200	-
Advance Solvents & Chemical Corp., New York	-	-	-	22171	156703
	204	5	645	50831	156703

Buna S

B.F. Goodrich Co., Akron	-	5	100	-	453
Goodyear Tire & Rubber Co., Akron	-	-	440	-	45
Firestones Tire and Rubber Co., Akron	0	-	-	-	244
U.S. Rubber Co., Detroit	-	-	-	-	453
General Tire and Rubber Co., Akron	-	-	-	-	23
E.J. du Pont de Nemours & Co., Wilmington	-	-	-	-	100
Dewey & Almy Chemical Co., Cambridge Mass.	-	-	20	-	-
Standard Oil Corp., Development Co.	-	-	-	-	1
Advance Solvents & Chemical Corp., New York	-	-	-	-	675
	-	5	540	-	2000

Gesamtlieferungen Buna nach U.S.A.

Buna N (= Perbunan)	204	5	645	50831	156705
Buna S	-	5	560	-	2000
Zahlenbuna (45 und 115)	-	-	271 ^x	-	25 ^o
	204	10	1476	50831	158728

x) 40 kg Dewey & Almy Chemical Co., Cambridge/Mass.

111 " Goodyear Tire & Rubber Co., Akron

40 " B.F. Goodrich Co., Akron

40 " E.J. du Pont de Nemours & Co., Wilmington.

o) 25 kg Advance Solvents & Chemical Corp. New York.

14.6.1947

Document ter Meer No. 147
Exhibit No.

I.G. Leverkusen.
Rubber Central Laboratory
(Kautschuk-Zentrallaboratorium.)

To Director Dr. ter Meer

Frankfurt a.M.

Dr.Kd/Br. 2 June 1939

Buna S. / America.

I refer to yesterday's discussion with you in the Pharma building. Today, a number of reports was received from Chemnyco on visits to the tire plants, which fully confirm my statements and suggestions.

At the beginning of the year, Dr. Koch had, for personal reasons (confinement of his wife) to speed up his journey. Unfortunately, Frau Koch is not recovering very quickly, after having given birth to a girl. Her condition is still feverish, and consequently Dr. Koch rightly hesitates to leave immediately. Nevertheless, there is still hope that he will be able to land in America by July, as suggested by Chemnyco.

Enclosed I am sending you copies of recent reports, containing certain information on further plans of Good-year, as I assume that these may not have reached you directly.

Kautschuk-Zentrallaboratorium.

Copy

Document ter Meer No. 148
Exhibit No.

I.G. Leverkusen.

Kautschuk-Zentrallaboratorium
(Rubber Central Laboratory).

To Director ter Meer
I.G. Farbenindustrie A.G.
Frankfurt a.M.

Dr. Kd./Br. 29 July 1939

Tire Experiments America.

Enclosed I am sending you the latest information on Buna
tire experiments in America, as I do not know whether you
have received these reports directly.

We hope to have progressed sufficiently in our road tests
by the middle of the next month to have conclusive results
available for the evaluation of gas scot in Buna, for comparing
American natural rubber tires with Buna tires. I will transmit
the respective reports to you as soon as possible. Herr Dr. Koch
will leave in the middle of August, as agreed with the Chemycos.

Kautschuk-Zentrallaboratorium

signed : Dr. Konrad

Document for Meer No. 148
Exhibit No.

Copy via air mail "Yankee Clipper", 22 July 1939
Original via SS "Bremen", 24 July 1939.

Cheneyco Inc.
521 Fifth Avenue
New York

Cable Address :
"Incheny"

Telephone :
Murray Hill 2-5380

21 July 1939.

I.G. Farbenindustrie Aktiengesellschaft
Kautschuk-Zentrallaboratorium
Leverkusen - I.G. Werk. - -

Subject : Buna S.

We acknowledge receipt of your cable of 10 July last.

"Cable reply promptly whether postponement of Koch's visit for several weeks advisable in the present stage of experiments. It would be desirable to await test results with American tires already sent, as well as comparison tests with treads containing American and German gas soot in varying quantities, and also the results of promising tests with new adhesive substances. Otherwise departure will take place on 14 July on the "Bremen". Also cable immediately results up to date of road tests there."

"We replied to this cable on 10 July as follows :

Your cable 10 July. Recommend postponement departure Koch by one week for the time being. Our final proposition giving date of departure and information concerning results of road tests up to date will be cabled subsequent to visit Baller in Akron 12-13 July."

After the undersigned had been informed on 12 and 13 July by various interested parties in Akron and Passaic on the present stage of the Buna S work and had also consulted the various laboratory chiefs on the postponement of the visit of your Herr Dr. Koch, we sent

you the following code cable via Anilinfabrik, Ludwigshafen, on 14 July 1939 :

"Your cable 10 July. After consulting interested parties, there are no objections to postponing journey Koch until second half of August. Urgently requested that Koch bring along results of your current experiments as per cable 10 July.

Present results of road tests Goodrich Firestone average 15 and 12% respectively better abrasion with an individual maximum value Goodrich 30%. Road tests with 3 remaining firms are imminent. Report will follow."

There are, therefore, no objections to a postponement of Dr. Koch's visit to the second half of August; it seems advisable to postpone Dr. Koch's journey until then, in order that your more recent data may be utilized in the discussions with the local tire plants.

Kindly notify us in good time of the prospective date of Dr. Koch's departure.

With best regards

Yours very truly,

CHENYCO Inc.

Signature : H. Boller
(H. Boller)

Dr. H.B.B.

Office of the Technical Committee

Enclosed the following trial reports :

3.2. Goodrich Co., of 23 July 1939) one copy each by air mail, 21 July 39
Goodyear Tire & Rubber Co., of 19 July 1939	
Firestone Tire & Rubber Co., of 21 July 1939	

) all as enclosed here-with.

General Tire & Rubber Co., of 20 July 1939 -
enclosed.

Leverkusen,

20 July 1939

Report on Visit

Date of discussion : 12 July 1939
Place of discussion : B.F. Goodrich Company, Akron,
Ohio
Subject of discussion : Buna S.
Present : Of B.F. Goodrich Company :
Mr. Robertson, Chairman
(part of the time).
Mr. W.L. Simon
Dr. Garvey
Mr. H.P. Hucks
Mr. Wellmann
Mr. Smith
and another representative
of the Tire Department
(part of the time)

Of Chemycor Inc. :
H. Boller.

In view of the fact that the laboratory experiences gained in the processing of Buna S were already discussed in detail during our last visit on 9 May 1939, the discussion reported in the following was limited to the present stage of road experiments carried out with Buna tires and to the further Buna S program of the Goodrich Company.

Present stage of the experimental work. -

The experiences gained in carrying out the preliminary work and in manufacturing the first Buna S tires (6 tires) were submitted

by Dr. Semon to the management of the B.F. Goodrich Company in the form of an internal, confidential report. The suggestions and conclusions contained in this report, which Dr. Semon had the courtesy to present to the undersigned in abbreviated form, may be described from memory as follows :

- a) Buna S can be processed according to the usual methods of the rubber industry without any difficulties, and supplies a tire tread stock which, according to present investigations, is considerably superior to natural rubber.
- b) The technical processing of Buna requires investments for apparatus for the heat treatment of raw materials and probably also for special rollers with particular cooling equipment. If Buna S is used, the capacity of the processing machinery is lower than in the case of natural rubber; the processing of Buna S consumes 10% more power than the processing of natural rubber.
- c) The treatment of Buna S, as well as the manufacture of Buna S tires, is somewhat different from natural rubber, but can be carried out in plant operation without any difficulties. The temperature reduction of the materials represents a critical process, which, however, can be mastered technically.
- d) On condition that the price of material is not too high,

the qualities of Buna S will probably ^{permit its/} extensive use for mechanical items and tires.

- e) Depending on the outcome of road experiments still pending with some experimental Buna S tires, it is proposed by the Tire Department of the Goodrich Company to manufacture a large number of Buna S tires in the usual production process.

Dr. Garvey reported on the preliminary results of road experiments which were carried out in the vicinity of Akron with two tires. These experiments will supplement the test runs still going on in Florida. 2 types of Buna S tires are being used in these experiments :

- 1.) Tires with treads made from softened Buna S
and
- 2.) tires which were not made from decomposed Buna S, but from Buna S treated with softening agents.

For comparison, regular tires produced by the Goodrich Company are also being used.

The results of these experiments so far are as follows (Akron road tests):

Distances run in miles (1.6 km)	Index* for treads made from :		natural rubber
	softened Buna S	non-decomposed Buna S	
800	106	100	100
1700	130	104	100
2400	116	96	100

*) The "Index" used by Goodrich is based on the abrasion of the tread, expressed in mm, and is calculated according to the following formula :

Index = $\frac{\text{profile cross section of experimental tire} \times 100}{\text{profile cross section of natural rubber tire}}$

The tread manufactured from softened Buna S proved, as can be seen, 30 % superior to natural rubber after 1700 miles, and 16% superior after 2400 miles.

For road tests, Goodrich uses only tires with so-called "Rib Design" profile (simple grooves parallel to the direction of motion, without transverse grooves) which latter yields more reliable and more easily comparable abrasion data than the so-called "Safety Design" profile, which has transverse grooves.

These results are expressly classified as temporary and are subject to confirmation by the reaction of the tires on further use. The results of the road experiments in Florida are expected to be known in about two weeks, and, according to Dr. Garvey's statement, will be more reliable, as the tests are being conducted by experienced men, familiar with test techniques, and are carried out under precisely defined conditions. Tests conducted simultaneously in order to determine the skidding resistance of the tires proved a clear, if only small, superiority of Buna S tires. According to Dr. Samon's statement, this increased skidding resistance of Buna S tires can also be achieved for natural rubber tires by a certain technique, which, however, under certain conditions may bring about a further increase of the skidding resistance of Buna tires.

Dr. Samon reported that the heat resistance of Buna S compounds fell short of the expected mark. In this respect, Perbunan proved superior to Buna S. Furthermore, Goodrich were able to make interesting progress in regard to the mixing and compounding of the Buna S.

Further program of the Goodrich Company.

Concerning the further program of the Goodrich Company, Dr. Simon and later Mr. Robertson, President of the company, stated that first a small test series of experimental tires will be produced which will be fitted out with treads made by an extrusion press.

The manufacture of a considerable number of Buna S tires in the course of normal production in the factory could only be undertaken, however, when the Tire Department knew somewhat more about the business prospects of the new product. It is necessary to have this knowledge before further steps are taken with Buna S for the instruction and the direction of the Manufacturing Department of Goodrich and Co. which is comparatively independent of the laboratory. The production of a considerable series of Buna S tires in by the normal course of manufacture is said to be associated with a certain risk and moreover with such expenses **) that the Tire Department would offer to undertake it only if the I.G. would quote a price for Buna S. Only in that case could the enlarged program be carried out, because it would be justified economically. We replied that such a quotation would be practically impossible for the present, since the I.G. did not produce Buna in the U.S.A., and had not marketed it until now; besides, the price of the material in the event of future production in the U.S.A. would depend to a large extent on the quantities produced.

**) for instance the decomposition equipment, special cooling of the rollers, training of the workers, etc.

In replying, the gentlemen of the Goodrich Company limited themselves to declaring that an approximate quotation of the estimated price for Buna S, based on a considerable production in the U.S.A., would be sufficient for their present considerations; the quotation of a price range for Buna S, for example between 30 and 35 cents, or between 35 and 30 cents might therefore be sufficient. Mr. Robertson stated in this connection also that the value of Buna S seemed to be assured for the rubber industry and that the amount which could be absorbed by the industry would depend exclusively on the price of the product. In view of the present comparatively still limited advantages of Buna S, as compared with natural rubber, the material costing about 30 cents/lb could be used only for a few mechanical items and the market would be in consequence only limited. This price of 30 cents per pound was said to have been quoted to him as an estimate by a member of the I.G. at a meeting in the fall of 1938. If in the event of mass production of Buna S, however, we should quote a price of approx. 25 cents per lb. or even could reduce it to less than 25 cents, the tire field would be secured for us and we could sell without any difficulty about 100 to 200 tons of Buna S daily. This opinion, which has been voiced according to our impressions after very thorough discussions and investigations by the management of the Goodrich, is shared also by Dr. Saxon. Dr. Saxon mentioned in addition that at a price of 25 cents, the Manufacturing Department of the Goodrich Co., would be ready to set to work at once on the utilization of synthetic rubber on a large scale. At a price of 30 cents per lb. the use of Buna S apparently would not be considered for use in the manufacture of tires.

and the market would be proportionately small.

Furthermore, the President of the B.F. Goodrich Co., Mr. Robertson declared that production of synthetic rubber in the U.S.A. would be of the greatest interest to his company, and also for national considerations would deserve and receive the attention of the State. In his opinion, it would be very advantageous and desirable if in the event of Buna S being produced in the U.S.A., a certain collaboration and unity of interests between the producer of the raw material and the tire manufacturer were established, since this would lead to a rapid development and stabilization of the whole problem. In answer to our question, Mr. Robertson stated that his company attached great importance to participation in technical and financial collaboration with the future manufacturers of Buna S. Mr. Robertson and Dr. Seaton are of the opinion that 100 tons of Buna S per day (about 5 % of the total consumption of rubber in the U.S.A.) could be placed without any difficulty and they think that even a production of 200 tons per day (corresponding to 10 % of the rubber requirements of the U.S.A.) could be absorbed by the market without disturbing the price and the market.

Both gentlemen stated that Goodrich, as well as probably other tire manufacturers, could decide on the mass processing of Buna S, only if the product were manufactured in the U.S.A. and if the production in the U.S.A. were carried out in several places, i.e. was not concentrated in a single plant. The reasons for this were said to be unpleasant experiences which they had had last year when the production of Neoprene stopped temporarily.

They showed that continuous production must not depend on a single source of supply, especially not if such a source of raw material could be put out of action for a longer period or even for only a short one by an unforeseen event, such as strikes, fire, tornadoes, earthquakes and the like.

We on our part did not define our attitude to these arguments. In recognizing the wishes of the Production Department of the Goodrich Co., concerning the production of tires from Buna S., we held out prospects of obtaining from the I.G. an approximate quotation of a later price, for their experiments. The quotation of such a price ~~range~~ ^{range} appears to us to be advisable for the clarification of the financial objections of the Goodrich Co., because the processing of Buna S in the standard production process of the tire factory of Goodrich represents a primary condition for the future decisions of the Goodrich Co., and the Tire Department of the Goodrich Co., will acquiesce in these tests for obvious reasons only if the prospective price of Buna S does not make it in advance impossible to make use of this material.

Additional Items:

By the way of conversation we were able to learn from Dr. Senon besides, that the synthetic rubber of the Universal Oil Products made from butane, which had been announced in newspaper articles a short time ago, was not yet known in Akron. The assertions of Dr. Egloff concerning this new product are being looked upon very sceptically.

and not being considered seriously for the time being. However, Dr. Semon informed us that, to his knowledge, Egloff achieves a yield of approximately 50 % Butadiene and that he had informed him (Dr. Semon) as long as two years ago personally that one could produce Butadiene for 3 cents per lb. If the asserted yield of 50 % Butadiene is correct and is achieved by the dehydration of Butene through butylene (Dr. Egloff's method) then according to our opinion a very low basic price could be quoted for Butadiene, to be sure; but even then, Egloff's statement of 3 cents per lb. seems to be too low.

Dr. Semon further informed us, that the new Neoprene G, which shows considerable progress as compared to the former product, possesses extraordinarily good qualities and might possibly appear as a competitor for Buna S in the tire field. He said he had obtained the impression by watching the market, that a considerable reduction in the price of Neoprene would be definitely conceivable and possible and apparently might also be considered by Du Pont.

Concerning the next visit by Dr. Koch, Leverkusen, Dr. Semon completely agrees that this visit should take place approximately during the second half of August. At that time, the complete results of the road-tests by Goodrich will be to hand, which together with the comparative tests which are being carried out at present by Leverkusen with American tires and the like, will permit of a sound judgment of the value of Buna S.

Dr. HBSn.

H. BELLER.

Leverhousen

21 July 1939

REPORT OF VISIT.

Date of Conference: 13 July 1939.
Place of the Conference: GOODYEAR TIRE & RUBBER Co.,
Akron, O.
Topic of Discussion: Buna S.
Those Present: from Goodyear Tire & Rubber Co.:

Dr. L.B. Sabrell
Mr. H.J. de Franco

From Chemycor Inc.:

H. Zoller.

Goodyear's work has not yet progressed very much. Dr. Sabrell showed a sample of a piece of tread which was made of Buna S in an extrusion press, which was extremely rough, cracked, and dry and could not be taken into consideration for a tire tread. Upon our request, we were shown a sample of the softened Buna S, which had been used for manufacturing the tread. It had decomposed only very little and should not have been used for making an "extruded stock" if the instructions for working with the material, as issued by Leverhousen, had been observed. Dr. Sabrell, who was not very familiar with the work on Buna S which had been carried out by his department, admitted right away that the Buna S which had been used for making the tire tread, was apparently not decomposed enough and should have been used up only, at the most, after the addition of a considerable

amount of softener. We proposed to repeat the experiment with Buna S, which had been decomposed to a much greater extent and with no difficulties ought to be expected when the "extruded tire stock" was produced.

Dr. Sebrell promised to have the necessary work carried out immediately and stated that he would have tires for road tests at his disposal in the second half of July. The results of the road tests, consequently cannot be expected before the end of August.

We got the impression that at Goodyear the experimental investigation of the Buna S, which had been put at their disposal by the I.G., left much to be desired and that the research program certainly was not being carried out with the same intensity and attention, as for instance, by Goodrich, U.S. Rubber, and Firestone.

According to our experiences with Goodyear, until now, it appears to be very doubtful whether the Buna S experimental tires which had been promised by Dr. Sebrell, would be available at the indicated time and whether the announced road tests would still be made during the summer months. In response to my remark to this effect, Dr. Sebrell admitted that the Buna S investigations had been unfortunately somewhat retarded, owing to reasons which were not enlarged upon, but that they would be moving ahead at an accelerated pace from now on.

Dr. Sebrell then again discussed the work which Goodyear themselves had done in the Buna field and reported that he was in a position to carry out the polymerization of Butadiene in one to one and a half hours. Dr. Sebrell again made the offer to demonstrate his process to representatives

of the I.G. in the laboratory, in order to show us the truth of his assertions. We did not define our attitude to this.

Dr. Sebrell does not attach any value to the investigations which have been carried out by the Universal Oil Products Co., on "Rubber from Butene". These investigations were published in newspapers which were inspired by Dr. G. Egloff and created some sensation. Dr. Sebrell doubts whether Egloff is in a position to polymerize at all. Dr. Sebrell, however, states that Egloff collaborated with the Dow Chemical Co., and is still connected with them at the present; the Dow Chemical supported Egloff scientifically when he worked on the isolation and cleansing of Butadiene which was obtained from the gas mixtures on dehydration of Butene-Butylene. Dr. Sebrell, however, stated with emphasis that the Dow had done no work until now on the polymerization of Butadiene.

In addition to this information, Dr. Sebrell reported that Du Pont had approached his company (Goodyear) and Firestone some time ago with the new Neoprene G and had made an arrangement with both laboratories about establishing an experimental program for the use of Neoprene G in tires. At first a mixture as specified by Du Pont for tire tread stock is to be tested. The co-operation between Du Pont as one of the parties and Goodyear-Firestone as the other one, consists in a regular exchange of experimental data which the tire factories obtain when manufacturing and testing the various Neoprene mixtures. Dr. Sebrell declared that the experiments made with Neoprene G for the manufacture of tire treads

had been until now quite favorable. Goodrich had been expressly excluded by Du Pont from this co-operation - it might be, however, that U.S. Rubber would participate. We heard from other sources that Du Pont also co-operates with Dayton Rubber Co. and Fisk in this field.

Dr. RB: Sa.

H. BELLER

21 July 1939

OFFICIAL REPORT ON VISIT

Date of conference: 13 July 1939
Place of conference: FIRESTONE TIRE & RUBBER CO. PAWY,
Akron, Ohio
Subject of conference: BUNA S.
Present: representative of Firestone Tire
& Rubber Co.:
Dr. J. W. Street
representative of Chemagro Inc.:
L. Keller.

Dr. Street who had just returned from a lengthy business trip, reported briefly that the road tests carried out in Florida with the first series of Buna S tires would be terminated on 15 July and that the results of the tests would be available in the first fortnight of August. Should the results of these tests be sufficiently similar, it was not intended to carry out further road tests for the time being; otherwise these Buna S tires of series one which had been left over would be used in a second series of tests. Dr. Street further stated that preliminary results of the road tests had shown Buna S tires to be about 12% superior to natural rubber. No importance must however be attached to these figures, he said, because only the final results counted with him.

Difficulties had arisen in the production of Buna
S tires with regard to the manufacture of "splice". It had
been necessary to take special measures.

Mr. Street would be glad to see Dr. Koch at any time;
but he would prefer not to discuss the results of his work until
the road tests had been analysed. For that reason he was in
complete agreement with the proposal that Dr. Koch should visit him
during the second half of August, as the results of the comparative
tests carried out at Leverkusen could also be discussed at that
date.

Dr. Koch Sr.

.RECEIVED

Leverkusen,

Document ter Meer No. 148
Exhibit No.

(stamp) Standard: Buna

20 July 1939

OFFICIAL REPORT OF VISIT

Date of conference: 12 July 1939
Place of conference: GENERAL TIRE AND RUBBER CO.,
Akron, Ohio
Subject of conference: Buna S.
Present: representative of General Tire
& Rubber Co.:
Mr. F. C. Weiss
representative of Chemycor Inc.:
S. Baller.

On account of the limited laboratory facilities of the General Tire at Akron the quantities of Buna S required for the manufacture of the two tires produced so far had to be softened in a small makeshift furnace, which had made inevitable certain fluctuations in the quality of the processed material. A tread of medium softened Buna S made on the calendar had been ^{used} for the first Buna S tire. When that tire had been lifted off the drum, the tread joint had split; the damage had been repaired afterwards and lasting adhesion of the tread had been achieved.

In order to prevent the splitting of the joint, the second tire had been composed of layers of Buna S sheets and the joint of each layer had been placed at a different point on the circumference of ^{the} tire, so that when the tire was taken off the drum,

the strain on the joints had been spread, occurring as it did at various points round the tire. According to Mr. Thoiss the second tire had been perfect.

Both tires had been sent to California at the beginning of July to be tried out in road tests. The Buna S tires would be driven 20 000 miles, which would take about three weeks, at a daily rate of 700 miles. The results of the road tests should therefore be available about August 15th.

It was not intended to carry out further work on Buna S until the results of the road test had been received.

The following mixture had been used for the manufacture of the second Buna S tire:

100	parts	highly softened Buna S
50	"	Channel Black
1,5	"	Stearic Acid
2	"	Ozokerit
1,5	"	Sulphur
1,5	"	Santocure
5	"	French zinc oxide
3	"	Carbon.

The following data had been obtained in tests with the tire tread stock manufactured from that mixture:

Speed/mph. at 270° F.	Modulus 300%	Elong.	Perm. 5at	Tear	Hard- ness	total *) wear con
60	905	610	22,5	35,5	70	2,11
90	1030	490	16	32,5	70	1,95
120	1120	475	15	28,5	71	1,66
150	1350	450	14	27	71	1,57
180	1250	450	16	27	71 (on the tire 66)	1,65

*) N.J. Line Co. engine;
2000 revolutions)

L. BELLER.

Dr. HB: Sn.

Dr. P. Ringer,
Office of Sports I,
Berlin No 7.

(stamp) Office of Sports I
received 29 September 1939

(stamp) Dr. Ringer
Dr. Schellmann
Files: Pann/Jasco
Sent with

For Office
Dr. L/Dr.

Transfer of Buns patents to Jasco.

28 September 1939

Having discussed the draft of the memorandum transmitted to Dr. Ringer on the re-adjustment of Jasco, we mentioned to you on the telephone yesterday those points of the memorandum which ought in our opinion to be changed or supplemented. Attached please find a note on the subject which had been drawn up prior to the telephone conversation with you. We gathered from your remarks that the present wording of the memorandum is based on the idea that the projected transactions should be represented merely as a re-arrangement of the rights of the various parties to the Jasco agreement, and that it is essential if the re-arrangement is to be legally valid, that no major changes be made in the Jasco agreement itself. We pointed out on our part that the following points appeared to us in view of the Buns position as the most important:

- 1) The IG must be released from the undertaking to pass on technical experimental data to Jasco. You agreed with us on that point to a certain extent, in that you too considered it impracticable to send to America experimental data on Buns in the present circumstances, but you did not think it wise to include in the draft of the memorandum any regulations to that effect. We pointed out that this point must be made absolutely clear, and asked you to have it formulated in writing, if not in the memorandum, at least in the form of a letter.
- 2) We pointed out that the Buns patents should be transferred in toto, where patents concern raw materials and rights to which the Jasco is not entitled. Since the memorandum is concerned exclusively with Jasco

28 September 1939

the transfer of Buna patents which goes beyond it should be formulated somehow.

Finally you informed us that you were drafting a cable to the Standard Oil Development Co. and would let us have your draft before sending it off. Should you consider it necessary to discuss some point further, we shall be at your disposal.

Yours office

signed: LOEHR

Enclosure.

Remarks on the draft of the memorandum re re-adjustment of Jasco.

The remarks which follow are based on the assumption that the memorandum is to bring about alterations in the Jasco agreement; the introduction therefore describes the present legal position with regard to the contracting parties, whereas projected alterations are listed in points I-IV.

Introduction:

The rights of the Jasco are not defined in the clause starting with "whereas" in the same way as they are in the contract dated 30 September 1939. Line 3 of the clause starting with "whereas" reads: "to which they should assign certain patent rights". There is no mention of "assignment" of patent rights in the contract, nor is Jasco strictly speaking entitled to ownership rights on the patents. In accordance with article III of the contract the partner submitting the patent must grant to Jasco "suitable exclusive licences or licensing rights". Unless there is some purpose behind the present version, it might be advisable to adapt the sentence concerned to the contract and to put: "to which they should grant certain patent rights".

Lines 6-8 of the preamble read as follows: "Jasco is, pursuant to said agreement, the equitable owner of all patent rights of the parties relating to....." This version too oversteps the provisions of the contract, as Jasco is entitled to dispose of the patent rights on processes submitted only if they come within the sphere of Jasco's activity as defined in the contract. In agreement with the contract, the parenthesis in the above sentence should read: "pursuant to and to the extent of said agreement".

Article I.

Nothing is said in the present version about services to be rendered in return for the transfer of Jasco shares to the Standard Oil Development Co.

The question of compensation is bound to be raised because the shares have already been sold to Dr. A. Duisberg and compensation should therefore be paid to Dr. Duisberg for the price he paid, if the transfer is to take place. We assume that the transfer of the shares to the Standard Oil Development Co. could be effected by Standard Oil Development Co. paying Dr. Duisberg the price he paid.

Article II.

In accordance with the present wording of paragraph 2 (line 34 seq.) IG undertakes to supply to Jasco technical experimental data for USA, the British Empire, the French Empire, and Iraq. In view of the impossibility in present circumstances of a situation in which we have to pass on technical experimental data to the USA, it should in our opinion be laid down definitely that the IG is not obliged to surrender technical experimental data to the countries reserved for Jasco. It would be advisable to embody in the memorandum the statement that the IG is to be released from that undertaking; it should at any rate be put down in writing. Perhaps that release from the obligation to supply technical experimental data could be made reciprocal, so that Jasco in turn would be released from the obligation to supply technical experimental data to the countries reserved for IG.

Iraq should moreover be removed from the list of countries reserved for Jasco, because there are no patents in Iraq as far as Buna is concerned and because there is no reason why we should allow Iraq to remain in the sphere of interest of Jasco. Iraq has as far as we know broken off diplomatic relations, but she is not at war with Germany, which is another reason why there is no need to allocate that country to Jasco.

It should furthermore be pointed out in the event of a transfer of the Buna patents to Jasco not only these patents should be transferred

which fall within the scope of Jasco, but all such rights, even if Jasco is not entitled to them. A transfer of the Buns patents within the scope of the Jasco agreement would not serve the purpose the transfer is intended to achieve especially with respect to USA. The memorandum does not go into that point. In order to define it clearly, it would have to be laid down, that the IG shall transfer all its patent rights in the following sectors of the Buns field to Jasco.

On the execution of the transfer, patents for the following sectors of the Buns field would be transferred to Jasco:

- 1.) Four stage process for butadiene.
 - a) Acetaldehyde from acetylene
 - b) acetaldehyde from acetaldehyde
 - c) 1,3-butylene glycol from acetaldehyde
 - d) butadiene from 1,3-butylene glycol
 - 2.) Butadiene from Butylene or Butan
 - 3.) Laxed polymerisates from butylene with styrene or acryl nitrile
 - 4.) continuous processes for the polymerisation and processing of butadiene polymerisates defined under 3.)
 - 5.) thermal breakdown of butadiene polymerisates as defined under 3.)
 - 6.) Manufacture of monomeric styrene and acryl nitrile required for polymerisates as defined under 3.)
- It should be pointed out in connexion with 6) that as far

as USA and to a certain extent Canada are concerned, third parties hold rights on the patents concerned, so that they could only be transferred on condition that the transfer will not affect the rights of third parties. In particular, duPont hold single licences in USA for patents on monomeric styrene; for the USA and Canada the firm Sachs & Knaus, Philadelphia, hold licences for acryl nitrile. No third parties hold rights on the patents for styrene and acryl nitrile in the British Empire (with the exception of Canada mentioned above) or in the French Empire; in their case, patent rights should be transferred in toto with the proviso that Jasco

shall be entitled to use these patents for Buna S and N only,
whereas IG shall reserve the right to use these patents in other
fields, especially in the plastics field.

The transfer would apply to all the countries which belong
to the area reserved for Jasco; all patents and patent applications
should be transferred, which had been submitted in the countries
concerned on 1 September 1939.

Finally it should be pointed out that we promised duPont
with respect to the utilisation of Buna in USA to negotiate
with duPont on questions of participation in production should
Buna production be started in the USA. The Standard Oil Develop-
ment Co. would have to enter that undertaking if it were to
acquire the patents.

Frankfurt/Main, 28 September 1939

Dr.L./Ha.

CERTIFICATE OF TRANSLATION

13 February 1948

No.

Victoria OPTON,	ETO # 20129,
Anne MARTIN,	ETO # 20144,
Beryl C. BESWICK,	ETO # 20183,
Phyllis RAY,	ETO # 36287,
Arthur C. MACANARA,	ETO # 20191,
Leonard J. LAWRENCE,	ETO # 20138,
Julius J. SEEVER,	ACC - A - 442654,
Eugene R. KUM,	D - 429798,

heroby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book 8 ter Meer.

.....
Victoria OPTON
ETO # 20129
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.....
Arthur C. MACANARA
ETO # 20191
pages 3 - 11

.....
Anne MARTIN
ETO # 20144
pages 20 - 29

.....
Eugene R. KUM
D - 429798
pages 30-35, 65-73

.....
Beryl C. BESWICK
ETO # 20183
pages 36 - 44

.....
Phyllis RAY
ETO # 36287
pages 49 - 52

.....
Julius J. SEEVER
ACC - A - 442654
pages 55, 57-64

.....
Leonard J. LAWRENCE
ETO # 20138
pages 74 - 83

.....
English pages
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Dokument ter Meer Nr.150

Exhibit Nr.....

Buero Sparte I

vertraulich

16.10.1939

Stanevel

Newyork

Herrn Dr.ter Meer

For Howard as agreed we will assign Buna patents for Jasco
field stop Documents are being prepared and will include
following processes first various processes for the pro-
duction of Butadien second polymerisation of Butadien and
production of polymers with styrene and acrylonitril
third finishing of crude polymers to commercial Buna fourth
production of monomeric styrene and acrylonitril as com-
ponents for the production of butadienecopolymers stop
Referring to your question with respect to technical
information about Buna we have to inform you that under
present conditions we will not be able to give such infor-
mation stop As discussed between us we ask you to approach
Wilmington before starting to exploit Buna patents.

Anilinfabrik

D.-a. Herrn Dir. Dr. v. Knieriem

" " " ter Meer

" " " Lochr.

Dokument ter Meer Nr. 151

Exhibit Nr.....

Frank A. H o w a r d , Esq.

President,

Standard Oil Development Co.,

30, Rockefeller Plaza,

N e w Y o r k

August 23rd, 1940
Dr. I. Ha.

Re: U.S. Patent 1 973 000

Patentangelegenheit
..... U.S.A.

Dear Mr. Howard,

C At our meeting in Basle you asked us why the claims of the above patent were restricted to a content of 40 % of acrylic nitrile in the interpolymer. We are sorry that the answer to your question was delayed, but since our files of the patent did not show the reason for the limitation, we had to consult the inventor which was not possible for some time. The information now on hand indicates the following:

C At the time when the interpolymers of U.S. Patent 1 973 000 were developed in the laboratory stage it was the aim to prepare a synthetic rubber for use in tires, i.e., a rubber of highly elastic properties and low damping. When varying the proportions of acrylic nitrile it was found that increase of the acrylic nitrile content above a certain percentage would result in an interpolymer whose elasticity and damping were insufficient for use in tires. The maximum limit of acrylic nitrile content at which sufficient elastic properties for tires were obtained was found to be below 40 %. In view of the contemplated use for tires the application was therefore filled with claims limited to that percentage of acrylic nitrile.

Although U.S. Patent 1 973 000 does not extend to interpolymers having an acrylic nitrile content of

- 2 -

more than 40 % , we wish to point out that/there is another patent which in our opinion can not be avoided when making interpolymers of butadiene and acrylic nitrile irrespective of the percentage of acrylic nitrile interpolymerized with butadiene. It is No. 1 935 733 assigned to Jasco in November 1939 and it relates to the polymerisation of butadiene hydrocarbon emulsions in the presence of oxidizing agents such as peroxides. We do not know of any other practicable method of preparing interpolymers of commercial serviceability other than by polymerising in the emulsion form and in the presence of peroxides or similar substances . The beforementioned patent is supplemented by No. 1 924 227 (also assigned to Jasco) which covers emul-sifying by means of salts of organic bases.

We hope that the above information will be of assistance to you.

Very truly yours,

I.G. FARBENINDUSTRIE AKTIENGESSELLSCHAFT

gez. von. Mayer gez. von Dr. Loehr

I.G. Farbenindustrie Aktiengesellschaft,
Frankfurt(Main) 20

Akt. Tas Buero A

24.3.40

zu senden an Herrn Dir. Dr. Konrad Le.
Wir bitten um gefällige Kenntnisnahme.

Hr.

Defense
Case 6

MILITARY TRIBUNAL VI

CASE VI

DOCUMENT BOOK IX

for

Dr. Fritz ter Meer

presented by the
defense counsel

Dr. Ulrich Berndt
Karl Bommert

Henry



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for Dr. Fritz ter Meer, case VI.

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152	Affidavit by Frank A. Howard, in which Mr. Howard states that he is the author of the book 'Gum Rubber', the birth of an in- dustry, edited 1947 by D. Van Nostrand Company Inc. New York, excerpts of which are repro- duced in the following document and in which he gives the sources for his work. The appen- dix to the affidavit (cover page of the book 'Gum Rubber') is not included here.	1
153	Excerpts from the book by F. A. Howard 'Gum Rubber', the birth of an industry, by Frank A. Howard, 1947, D. Van Nostrand Company, Inc. New York.	
154	Excerpts from the book 'Gum Rubber', the birth of an industry, by Frank A. Howard, 1947, D. Van Nostrand Company Inc. New York. 1. page 6 - Rubber prices 2. page 273 et seq. - Goodrich 3. page 285 et seq. - Goodyear.	
155	Article Johnson from the New York Times dated 10 August 1947 (Excerpt)	
156	Excerpt from periodical 'Railway Signalling', November 1945.	
157	Excerpt from an article in the periodical 'Special and Engineering News' dated 19 May 1947	

-end -

CERTIFICATE OF TRANSLATION

6 February 1948

I, John Fosherry, No. 20179, hereby certify that I am
thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of the
table of contents to document book IX for Dr. Fritz ter Meer,
case VI.

John FOSHERRY, No. 20179.

DOCUMENT BOOK IX

for Dr. Fritz ter Meer

I certify that all document no.152-157,
contained in this document book
correspond word for word with the
documents handed to the court.

Nuernberg, 24 January 1948

o
Karl Bornemann

Counsel of the defense

AFFIDAVIT OF FRANK J. HOWARD.

I, Frank J. Howard, after having first been warned that I am liable to punishment for making false statements, state herewith under oath and of my own free will the following, being aware of the fact that my statements are to be submitted to the Military Tribunal No. VI, Palace of Justice, Nuremberg, Germany.

I am a native citizen of the United States now residing at 920 5th Avenue, New York 22, New York.

I have been requested to furnish this affidavit by a letter from Colonel Sir Robert T. Latham of Berlin; true copy of which letter is attached hereto and made a part hereof.

I am the author of the book "Bent Tubber, The Birth of an Industry", copyrighted and published by L. Van Nostrand Company, Inc. of New York in March 1947 and reprinted in November 1947.

The biographical data concerning me given on the publisher's jacket which was furnished as a part of this book, copy of which jacket is attached hereto and made a part hereof, is correct.

The facts as stated in chapters I to III of the said book are all true to the best of my memory, knowledge, and belief.

In the preparation of the book I checked and supplemented

my own knowledge and recollection of the facts stated therein as follows:

First, by examination of contemporaneous documents of Standard Oil Company (N.J.) and its affiliated companies found in a search made at my request. At the time of this search I was a vice-president of Standard Oil Company (N.J.) and the search was supervised personally for me by Dr. M.B. Hopkins, who is referred to in the said book.

Second, following my retirement as an executive of Standard Oil Company (N.J.) in 1945, I requested the Company to check the manuscript before release for publication for any apparent inaccuracies of fact. This check was supervised personally by Mr. F.J. Mabury, who is referred to in the book.

sw. Frank A. Board

Sworn to and subscribed before me
this 20th day of January 1948

sw. Raymond F. Jones

Raymond F. Jones
Notary public in the State of New York
Residing in Kings County
Kings Co., Clerk's No. 32,
Reg. No. 61-5-5
Commission Expires March 30, 1948

L. S. Raymond F. Jones
Notary public
Kings County, N.Y.

Die Vorgetrags- und richtige Abschrift des vor-
stehenden Schriftstücks, dessen Original sich in den
Händen des Verteidigers von Herrn Interior, Herrn R.
Horst Felckmann befindet, wird hiermit beglaubigt.

Muenberg, 28. Januar 1948

ges. Carl Bornemann

Carl Bornemann

DOCUMENT BOOK IX TIR LEEH No.152
EXTRACT TIR LEEH No.

CERTIFICATE OF TRANSLATION

9 February 1948

I, John Fosberry, No. 20179, hereby certify that I am
thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of
document book IX tir Loeer No.152.

John FOSBERRY, No.20179.

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Document Ter Meer No. 153
Exhibit Ter Meer _____

The following pages of Document Ter Meer No. 153 numbered
154 to 215 are marked Dr. von Knieriem Document No. 19 as these
same pages were used in the Document Book 3 van Knieriem as
Document No. 19.

Ausgabe aus

"B u n a R u b b e r"
The birth of an industry

by

Frank A. Howard

1947

D. Van Nostrand Company, Inc.
New York

..

INTRODUCTION

I first became acquainted with the author of this book, Frank Howard, when in World War I both of us found ourselves in Washington exerting our lives to the utmost to aid the Allies with any scientific knowledge which we had that might be made applicable to the pressing problems confronting the armed forces. As a result of this acquaintance, at the close of the war Professor Ira Russen, ex-President of Johns Hopkins University, and Mr. Howard came to me to ask for my assistance in some of the problems of the petroleum industry in which they were engaged, and for a few years thereafter I saw much of Mr. Howard's own activities and found in him a man of high character, fertile scientific imagination, and of penetrating intelligence, both in petroleum science and in law. It was because of this association that I had some little familiarity with the negotiations carried on by Mr. Teagle and

Mr. Howard on behalf of the Standard Oil Company of New Jersey, and Dr. Carl Bosch of Germany, Nobel prize winner in chemistry for 1930, on behalf of the "I.G. Farbenindustrie." For all three of these men I developed a very high admiration,

I have had the opportunity to look over the proof sheets of this book, and am sure that the history which it narrates comes from the pen of one who knows more about that history than any living person. It therefore represents a contribution of great interest and value to both petroleum and labor chemistry, as well as to the understanding of the political and scientific developments which were intimately connected with both World War I and World War II.

The factual attitude and the scientific objectivity which Mr. Howard has maintained throughout his narrative, in particular his entire freedom from caustic criticism in spite of the fact that the book lies in two highly controversial fields, international big business and governmental administration, gives it a unique value as a case history in these fields. It is written with a detachment extraordinarily rare for anybody who was so active a participant in the developments which it narrates. In it Mr. Howard appears not in the role of a propagandist. He is clearly concerned only with getting a factual account of a critical chapter in the evolution of our present-day world.

November 27, 1946.

ROBERT A. MILLIKAN

Chapter I

"Rubber"

Page 2 of the original 4. paragraph

I first saw a piece of synthetic rubber almost immediately after I joined the Standard Oil Company (N.J.) organization in October, 1919. Neither in "life" nor in strength was this a synthetic rubber at all equal to the natural material. But it was a soft plastic material which would stretch and, by Midgley's homely definition as well as by the mere conventional reasoning of organic chemists, it actually was rubber of a sort.

Dr. Clarence I. Robinson, then Standard Oil's chief chemist, had been abroad early in the year visiting the Company's European refineries for the first time since 1914. The desperate last years of the first World War, ^{page 3 of the original} he found, had reduced the German oil industry to a shadow. Like a starving man, it had been trying, with the aid of chemistry, to live on anything it could find. The rubber industry had been even harder it, if possible, than oil. There was absolutely no crude rubber available, and rubber was desperately needed, not only for tires but also for electrical insulation, for balloon fabrics, for hose, for engine packing - in fact, for almost every piece of industrial, marine, naval or air equipment. Germany's success in meeting this problem, at least to a small extent, by producing several tons of synthetic

rubber a day during 1917 and 1918 was regarded at that time as an outstanding chemical achievement. Dr. Robinson was able to obtain a sample in 1919, and this he brought back and showed to me in October of that year. He was not sure of the origin of the sample, but he believed it was from synthetic rubber made by the Badische Anilin und Soda Fabrik of Ludwigshafen-am-Rhein.

This first German synthetic rubber was not the same chemically as natural rubber. The Germans had chosen as their raw material dimethyl butadiene, a hydrocarbon molecule closely akin to isoprene. They had apparently developed at least three different techniques to polymerize these molecules into long chains resembling natural rubber. The synthetic rubbers produced were called methyl rubber. One technique produced a tire rubber; another, a rubber for hard molded products such as battery boxes; and the third, for fine products such as wire insulation for airplane magnetos and coatings for balloon fabric.

The "rubber" of Dr. Robinson's sample, which was examined in Standard's Bayway research laboratories in 1919, was so bad that we could well believe the stories that solid tires made of it had to be jacked up at night in cold weather to prevent them from developing flat spots where they rested on the ground. But it was, histori-

cally, the seed of the Buna syn-

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thetic rubber which kept the wheels of civilization turning twenty-five years later.

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Chapter II

Oil from coal

The stream of fate which carried to America two of Germany's greatest scientific achievements, first the production of synthetic oil and then, in the nick of time, the production of synthetic rubber, had its origin far back in the history of America's foreign trade.

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I arrived at Mannheim on March 28, 1926. This city, at the juncture of the Rhine and Neckar rivers almost directly east of Paris, was at that time a large and pleasant industrial metropolis. Between the Rhine and the French border lay the fertile plains of the Rhine Palatinate and the disputed mining province of the Saar. On the west bank of the Rhine, across from Mannheim, was Ludwigshafen, main production and technical center of the Badische company. The French army still occupied the Rhineland, and bridges between Mannheim and Ludwigshafen were patrolled by French troops. The main works, offices and laboratories of the Badische company at Ludwigshafen were all in the French zone of occupation. The Badische therefore maintained a general

office in Mannheim and a small executive office in
ancient times.
up the Neckar river.

In Mannheim I was plunged into a world of research
on a gigantic scale such as I had never
seen. The Badische was one of the largest, oldest and
most successful chemical companies in the world. The man-
agement had had time to balance the cost of new indus-
tries against the earnings which they produced, and had
reached the conclusion that sound industrial research was
the most profitable of all their investments.

With this background and policy the company had under-
taken to convert coal into oil. They had chosen as the
point

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of attack the direct addition of hydrogen to coal, the
operation shown to be possible by Bergius but never
successfully industrialized. The fact to be faced was
that before an industry could be built up based on mak-
ing oil out of coal, new scientific discoveries and much
development work were needed. First, and most important,
some means had to be found to make the reaction go faster.
More of the coal had to be converted to oil more quickly.

When a chemist wishes to speed up a reaction, he has, gen-
erally speaking, three ways to turn: he can increase the
temperature; he can increase the pressure or concentrat-

ion of the reacting materials; most useful of all, he can try to find a substance which will act as a "middleman" to bring the reacting substances into the most intimate contact and thus facilitate their union or interaction. The "middleman" is called a catalyst.

Scientists had found catalysts that would work successfully. They were cheap, hardy and long-lived. Especially, they were immune to the disease which had proved fatal to all such catalysts previously tried-sulphur poisoning. These new catalysts thrived on sulphur, an impurity always found in oil and coals, and if there was not enough sulphur present to meet their appetites, more was added.

This was really a new race of catalysts - catalysts which not only caused hydrogen to unite with coal to convert it into oil, but also caused heavy oil to decompose and simultaneously react with hydrogen to make gasoline or kerosene or diesel fuel. With these catalysts and hydrogen, inferior grades of crude oils or coal tars could be converted entirely into highquality gasoline. Operations had first been proven on a laboratory scale. From there they had been carried forward through increasingly large units which were already in use at the time of my first visit. There were hydrogen reactors 30 feet high, operating at pressures of 3000 pounds per

square inch, and internal temperatures up to a visible red heat.

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I spent a day surveying these laboratories and experimental installations at Ludwigshafen, returned early to my hotel, and wrote a brief report which I forwarded at once to Paris where I knew that Mr. Walter C. Teagle, President of the Company, and some of Standard's other senior executives were visiting at the time. I urged that they join me at the earliest date.

A few days later we met in the lovely medieval town of Heidelberg and sat down together there to ponder the effect the startling scientific developments at Ludwigshafen, ten miles away, would have on the world's oil industry.

Two things seemed clear.

The first was that if the worst types of crude oil and tar could be converted entirely into gasoline, the oil industry would no longer need to worry about having its products get out of balance with demand.

The amount of gasoline naturally present in crude oil is relatively small. By the simple distillation methods used in the early days of the industry to separate the crude oil into its component fractions, four barrels of crude were required to produce less than one barrel of gasoline. So long as the principal product sought from oil

were kerosene, the amount of gasoline obtained did not greatly matter. Actually, some of it had been dumped as waste. But invention of the automobile and the electric light changed the situation. The need for kerosene declined, while the demand for gasoline increased constantly. About 1911, Dr. William N. Burton of the Standard Oil Company (Indiana) developed the first practical process for application of heat and pressure to crude oil to crack some of its large molecules into the smaller, lighter molecules of gasoline. The Burton process and the later more highly developed cracking processes turned out a barrel of gasoline from about two barrels of crude.

But it was apparent that this might be inadequate. At the rate the automobile industry was growing, no one could see how the oil industry was going to meet the demand for gaso-

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1)
Aino. Senator LaFollette had predicted that gasoline would go to one dollar per gallon and a good many sensible people feared that he was right. The Badische process by which the entire barrel of crude oil could, if necessary, be converted into gasoline was therefore of the utmost potential value.

1) The elder.

But fundamentally more important, perhaps, was a second consideration - the conversion of coal into oil. Throughout the history of the oil industry there have been recurrent crises when it seemed that crude oil reserves were dwindling dangerously. The nation was experiencing, at that time, such a crisis. New fields which had been brought in were disappointing in size, and in the United States there was a widespread pessimism about oil prospects. Mexican fields had shown some promise, but the most abundant supplies were of poor quality, containing as little as two or three per cent of gasoline. The least hopeful of the American authorities estimated the total known reserves of oil in the United States as not more than seven years' supply.¹⁾

While not so pessimistic as that, most of the people in Standard's organisation considered it prudent to explore alternative sources of liquid fuel. Accordingly, some costly programs had been undertaken. The first was to prospect for and acquire good deposits of oil shale; and the second, to try to develop economical processes of roasting this shale to extract the oil. Standard had gone far enough along both lines to be somewhat discouraged. The good shale deposits of large size were in Colorado, Wyoming and Utah, one to two thousand miles from large consuming oil markets. To mine the shale and transport it to a location

1) See report of Federal Oil Conservation Board 1926.

suitable for roasting or retorting was a colossal undertaking. Retorting of shale had been carried on in Scotland over several generations; the process was ordinarily workable, but costs of equipment and operation were high. Last of all, the shale oil when obtained - an average ex-

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pected yield was about one barrel from each ton of shale-presented more problems in refining than our lowest grades of crude oil.

By contrast, the Badische method of hydrogenating coal seemed much more rational and attractive. This method converted the coal directly into an oil product containing a reasonable proportion of gasoline, and by treating again with hydrogen, could convert the entire balance, if necessary, to gasoline. It was known that America had enough coal deposits of fair quality and in locations near consuming areas to provide for its oil requirements for hundreds of years at least.

It was 1926 when this small group of Standard Oil Company (N.J.) executives sat there in Heidelberg and talked of the future of the oil industry. It seemed clear that the German hydrogenation processes, and the new horizons they opened, were tremendously significant - perhaps more significant than any technical factor ever

- 1 -

introduced into the oil industry up to this time. Their commercial importance would depend, of course, upon the cost of equipment and operations involved. The basic scientific problems seemed to be mostly solved, but the economic result would depend upon the effort spent in developing and improving the practical operations.

It was clear also that these new techniques affected another factor in the world's oil picture, that is, the nationalistic factor. Every nation had to have oil. If nature had not put oil within a country's borders, it had to be imported. Save for the United States and Russia, the nations which were the great oil consumers were not important oil producers. But Europe and even Asia, Africa and the west coast of South America had large coal supplies. Although hydrogenation of coal probably could never compete on an economic basis with crude oil, so long as supplies of the latter were adequate for world demand, it could be made the foundation of a protected manufacturing industry in many countries willing to pay the price.

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By this time another officer of the company had joined the party at Heidelberg. It was agreed we must at once determine as well as we could the present status and prospects of the hydrogenation technique.

In the following days all our party inspected the laboratories and plants at Ludwigshafen. We talked separately and in groups with the Badische executives. The best guess we could make was that, although it would probably be several years before the hydrogenation operations would be ready for general use, it was very likely that they would eventually prove to be practical on a large scale. The cost of gasoline produced from coal would, we guessed, be from 15 to 30 cents per gallon¹⁾, much higher than that of gasoline from crude oil so long as new reserves of oil could be found, but not high enough to prevent the growth of the automobile industry if oil supplies should fail. And although there were very little data yet available, it seemed also probable that the hydrogenation process would also be of value in the refining of natural petroleum.

- 1) This guess proved about right. Some estimates as low as 11 cents were made later but actual experience was nearer 25 cents.

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Chapter III
"American Rights In German Synthetic Rubber"

During the summer of 1926 the question of how to establish some sort of working arrangement on the hydrogenation process continued to receive the attention of Standard Oil Company (N.J.) and the Badische Company.

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In the early summer of 1927, a party of Standard

officials, including Mr. Haslam and Mr. William C. Asbury of his new Baton Rouge staff, went to Germany for detailed talks with the I.G. scientist. By this time the Germans were becoming quite frank in their disclosures of technical information. It was understood on both sides that some agreement which would permit technical cooperation was certain to be made, although no one could yet predict what it would be.

In the autumn of 1927 Dr. August von Knieriem, the Ba-

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dische legal director, came to New York. Together he and I made an outline draft of the first contract between Standard and I.G. Everyone realized the potential importance of the agreement, and our negotiator's draft was subjected to the most careful study by the lawyers for each party. Mr. John W. Davis, former Solicitor General of the United States¹⁾, represented Standard as its general legal counsel and Mr. Charles McVey, former President of the International General Electric Company was patent counsel. The senior officers and directors of both companies followed the negotiations closely and the final contracts were promptly accepted and signed in September, 1927, on the authorization of the Boards of Directors of the parties.

1) Ambassador to England 1918-1922, Democratic candidate for President of the United States in 1924.

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The contract with Standard was to run for twenty-five

years. At the request of the Germans, it was supplemented by an exchange of letters between the two companies, signed by Mr. Teagle for Standard and Dr. Bosch for I.G. These letters expressed the reliance of each upon the good faith of the other and declared that the parties would renegotiate the contract provisions to meet future legal problems as they arose. The text of the two letters, which were identical, read:

"Referring to our agreement of Sept. 27, 1927, we wish to state that it is our understanding that the discussions of the parties in connection with the negotiation of this agreement have shown that each party purposed to hold itself willing to take care of any future eventualities in the spirit of mutual helpfulness, particularly along the following lines:
In the event the performance of the agreement or of any material provision thereof by either party should be hereafter restricted or prevented by operation of any existing or future law, or the beneficial interest of either party be diminished to a substantial degree by operation of law or governmental authority, the parties should enter into new negotiations in the spirit of the present contract and endeavour to adapt their relations to the changed conditions which have so arisen.
Further, in the event the interest of either party should suffer from some cause which might be rectified by the change of the form of the agreement, while preserving its substance and the interest and obligations of the parties in the subject matter thereof, the parties should, and will, endeavour to revise the form of the agreement in such particulars as may be necessary to overcome the difficulty encountered.
This letter is intended to make a record of the discussions of the foregoing subjects and of the understanding which we have of the position and intentions of the parties and of the spirit in which the parties have agreed they will approach and endeavor to carry thru the readjustment of their contractual relations if such readjustment is necessary for the protection of the interests of one party and does not diminish the effective rights or interests of the other party, as fixed by the original contract."

By American legal standards these letters were only an

unnecessary record of good intentions.¹⁾ But no one could object to their purpose, and with their own past experience and uncertain future in mind, the Germans thought it a good thing to supplement the actual contract covering the long uncharted course ahead by these letters express-

- 1) Under the mistaken impression that these letters had originated two years later when the 1927 contract was replaced by three new agreements, the letters were described by critics of Standard appearing before a Congressional Committee in 1942 as a "Co-ordination Agreement" to "co-ordinate" the three 1929 contracts.

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ing the moral obligation of the two companies to try to correct any inequities which might arise.

The 1927 contract was too limited in its scope to be entirely satisfactory to either side, even when it was made, and the difficulties quickly became more apparent. Having no basis of agreement at all outside of the United States, the two companies found themselves competing to obtain foreign patents on inventions on which they were supposed to be working together. The inventions and improvements useful in oil hydrogenation could usually be applied also in coal hydrogenation but the fate of coal hydrogenation in the United States still remained entirely in the hands of the I.G.; and neither Standard nor any other American company could do anything about the process in the United States without

the consent of the Germans. It was also becoming quite apparent that the technical knowledge exchanged between the parties and acquired by both as the result of their joint research on oil hydrogenation was of great potential value outside the scope of the contract. Each party would inevitably use to its own best advantage, everywhere and in every way, whatever it learned from the other. Frank and full cooperation in research under such conditions was an impossibility.

Through the next two years, while we were proceeding together as best we could with the oil hydrogenation research in the United States only, the parties discussed these difficulties and new questions valuably. There was an effort on both sides to apply in the broadest way the principles of fair dealing to which the chief executives of the two companies had committed them by their exchange of letters in 1927.

Standard was quite willing to expand its existing limited interest in the German hydrogenation process²⁸, an interest for which it had made no direct payment, but the Germans could not see that this would be either practical or fair to them. Dr. Bosch pointed out the possible conflicts of interest between the I.G. and Standard in the upbuilding of a ^{Page 27 of the original} great synthetic oil industry in Europe, and was also quite frank in saying that his company had now spent such enormous sums on the hydrogenation process that they

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could not part with any further interest in it save for a very large direct payment. The only clear road Dr. Bosch could see was for Standard to buy all the I.G. interest in the process except for Germany.

This suggestion was referred by Standard's Board to a committee made up of Mr. Heinrich Riedemann, Standard's general European sales manager, Mr. Edgar W. Clark, vice president in charge of refineries, Mr. Haslam and myself. In December, 1928, the committee recommended a purchase formula. Standard would buy the hydrogenation process and all substitute and related processes of the I.G. for the world outside of Germany, but the purchase price would be reduced below the figure which it had been intimated was in the minds of the Germans by leaving with them a royalty interest. This would also give a continuing incentive for the Germans to help Standard improve the process and secure licenses. At least part of the purchase price was to be paid in Standard's stock, instead of in cash. This would give the Germans a further incentive to assist Standard in commercializing the process. Standard's Board approved this formula and it was transmitted about the end of the year 1928 to the Germans who were understood to have reacted favorably.

In March, 1929, the I.G. directors came to New York with the avowed intention of completing the discussions. They began by accepting in principle Standard's purchase offer.

They preferred to have the entire purchase price instead of only a part of it in Standard stock. The amount was fixed at 546,011 shares, which was about 2 per cent of Standard's total issued stock. During the period of the discussions and before the actual delivery of the stock, its market price fluctuated through a considerable range and in the period immediately following the market price was as low as \$ 20 a share

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- as high as \$ 30 a share. On this basis the purchase price might have been said to be anything

between \$ 11,000,000 and \$ 44,000,000.

The average market price on November 8, 1929, the day preceding the actual delivery of the shares, was \$ 65 and on this basis the purchase could be said to have cost \$ 35,000,000 which was the figure used on Standard's books.

But while the Germans were willing to accept Standard's offer for the hydrogenation process, they pointed out the necessity of reaching agreement also on two other lines. First of all they wanted to finalize the long-drawn-out discussions which had been going on in Germany concerning the basis on which Standard's German subsidiary, D.A.P.G.,¹⁾ would distribute for the I.G. the synthetic gasoline which they were soon to be making from brown coal in large quantities. Standard had already accepted this in

1) In excess of the outlet provided by the jointly owned distributing company Gasoline A.G.

principle, and in due time these German gasoline sales discussions were concluded satisfactorily and reduced to a contract.

The last and most difficult question arose from the fear of the I.G. that Standard would use the knowledge of catalytic chemistry which it drew from them in the joint work on hydrogenation to compete with I.G. in its own chemical business. If, for example, I.G. showed Standard how to treat coal tars catalytically to make intermediate oils for further refining into gasoline, what was to prevent Standard from using this education to start the manufacture of dye intermediates from coal tar? The answer, of course, was that Standard was in the oil business, not the dye business, and would not jeopardize its technical cooperation with I.G., which was indispensable for the development of hydrogenation, for the sake of some small additional earnings to be made by entering a field so remote from any of its business as the dye industry. But further discussion of this subject showed that there might be border-line cases and that Standard as well as I.G. might have

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cause for concern. A formal agreement called the Division of Fields Agreement^{x)} was therefore drafted under which the two companies declared their intention of adhering to their own respective lines of business—that is, the oil business for Standard and the chemical business for I.G. Each agreed to offer to sell to the other, on reasonable terms, any new development it might have which was really in the other's line of business. Although these provisions were limited to the period in which the parties were to be cooperating technically in the perfection of the hydrogenation process and seemed at the time to be fair and constructive, they were later criticized as tending, in theory at least, to discourage possible

competition between two great industrial companies.

Whatever might be the theoretical objections, these two reciprocal covenants between Standard and I.G. were never invoked, and were of no practical importance. On the other hand, the Division of Fields Agreement contained a third covenant which became of great importance. Under the third covenant I.G. agreed to offer to Standard a minority participation in any new process I.G. developed for making chemical products from oil or natural gas. It was through this last covenant of the Division of Fields Agreement that there came to America the Bunsen synthetic rubber process by which synthetic rubber could be made from oil.

The main agreement for the purchase of the hydrogenation process became quite complicated before it was completed in November, 1929. To meet increasing complexities of the federal and state laws, Standard Oil Company (N.J.) had become a holding company and it was necessary for it to act in such matters only with its principal operating unit, a Delaware corporation called Standard Oil Company of New Jersey. It also became necessary to organize a non Delaware corporation to take title to and manage the hydrogenation patents, in

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order to avoid conflicting obligations of Standard itself under some existing patent contracts. Standard made a virtue of this last formal necessity by inviting I.G. to subscribe to 20 per cent of the capital stock of the patent management company. This brought the Germans into direct contact with the actual licensing of the patents, so that they could be of all possible assistance and also could be assured that the licensing was always handled in the fairest way, not favoring Standard's own subsidiaries at the expense of I.G., who were

by the purchase contract entitled to continuing royalties to be paid out of what was collected by the patent management company.

It was well known throughout the world that the hydrogenation process had originated with the I.G. and its predecessors, the Badische, and that their laboratories were the seat of most of the world's knowledge of this new and difficult branch of chemistry. To capitalize on this reputation Standard therefore called its new patent management company, which was responsible for selling the German processes to the oil industry of the world, Standard-I.G. Company. On their own part, the Germans were very willing to agree to these plans. Pride in their scientific achievements was always very strong with them and any commercial arrangement which gave them full credit before the world for their technical genius was more than welcome. Our recognition of this national characteristic was perhaps the most important factor in maintaining a steady flow of scientific information from the great I.G. laboratories through the years which followed.

The 1929 agreement was widely publicized at the time both in the United States and in Germany ,

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PLAN WIDER RIGHTS FOR OIL CONVERSION

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Seite 32, letzter Absatz:

Following completion of the 1929 contracts, Standard had unrestricted access to the scientific work relating to coal and

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oil under way in Germany. Research on hydrogenation processes

were being pushed on a scale unprecedented in the brief annals of organized industrial research. At three great factories, Ludwigshafen on the Rhine, at a new plant called Oppau also on the Rhine just below Ludwigshafen, and at the enormous Leuna synthetic ammonia plant near Leipzig, hundreds of German engineers and chemists were at work on plans for the new German synthetic oil industry. Standard's young technical organization in Louisiana was being expanded but found it difficult to digest the mass of costly research data from the I.G. laboratories and technical reports from our own engineers inspecting the German experimental installations.

Included in the reports from I.G.'s laboratories were references to current research work on two new synthetic processes, the production of fatty acids from paraffin wax and the manufacture of rubber from hydrocarbon gases similar to those from oil or natural gas. These new synthetic processes did not come within the terms of Standard's purchase contract, which was limited to petroleum products and substitutes for them. But under the Division of Fields Agreement which had been intended to prevent the two companies from becoming irritated over minor conflicts between the chemical and oil fields, I.G. had agreed to offer Standard on reasonable terms a minority interest in any new process which used oil or natural gas as raw material for a chemical manufacturing operation. The embryo processes for synthetic fatty acid and synthetic rubber seemed to fall within this language and the question of procedure on such matters was raised with I.G. After a short negotiation the question was settled to the satisfaction of both companies by a new formula which v. Knieriem of I.G. and I evolved out of the advice of our associates.

Instead of paying the I.G. in cash for a minority share in processes of this kind in which Standard was inter-

estes, we would pay by giving them a minority share in any similar

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processes of our own. This new formula was incorporated in a contract of September 30, 1930,* under which the parties organized a Joint American Study Company to handle these embryo oil-chemical processes.

* Appendix, p.252.

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CHAPTER IV

INFANCY OF SYNTHETIC RUBBER

The Joint American Study Company (abbreviated to "Jasco") which was to be the joint vehicle for the commercial testing and licensing of new processes developed by either party for making chemical products from oil raw materials was organized as a Louisiana corporation on October 23, 1930. Standard and I.G. owned the shares of the company equally, financed it equally, and alternated the presidency between them. When a new process for creating chemical products from oil raw materials had been developed to the point where it was ready for commercial testing and licensing, the originator was to offer the process to the joint company for that purpose. Each new process was to be a separate venture of the joint company. The party originating each process was entitled to a 62½ per cent interest (five-eighths) and the other party 37½ per cent (three-eighths).

At the time the Joint American Study Company was formed, I.G. had a group of new processes ready to deliver to it. It was ten years later before Standard had originated any process to which the provisions of the agreement could be

applicable. This process, the production of the Butyl type of synthetic rubber, was an indirect result of research by Standard on an earlier process brought into the Joint Study Company by the I.G.

One of the Buna rubber processes was the first thing to be taken up by Jasco. The name "Buna", given by the I.G. to their type of synthetic rubber, comes from the initial syllables of the two materials first used to make it: butadiene and na-

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trium (sodium). After methodical exploration of possible origins for synthetic rubber, beginning with the "methyl rubber" which they had made in the first World War, I.G. had chosen as their starting point butadiene, probably the simplest structurally of all molecules which will readily join hands to form long chains. Three problems had still to be solved before Buna could be successful: it was not yet known how to produce large quantities of butadiene cheaply; the polymerization or conversion operation - for which the Germans at first used metallic sodium as a catalyst - was expensive and troublesome; and the Buna product itself was inferior in quality.

In their work up to this time the I.G. had produced butadiene from acetylene gas, which they obtained in the usual way from calcium carbide made from coal and limestone in an electric furnace. Since it was not being made from oil or natural gas, Buna rubber did not come, at that stage of its development, within the terms of the Joint Study agreement. However, I.G. was working on a process for making acetylene from oil gas or natural gas by passing the gases through an electric arc. If butadiene could be produced from oil in this or any other way, its conversion into Buna rubber would auto-

matically go to the Joint Study Company for development.

It was decided that Standard, through the Joint Study Company, would undertake to develop at Baton Rouge the conversion of oil and natural gas into acetylene gas, and that the I.G. would continue in their German laboratories their work on the production of Buna rubber from acetylene derived from coal.

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The Joint American Study Company then opened discussions with the General Tire and Rubber Company of Akron. By the end of May, 1933, an agreement had been reached and shipment of samples to the Akron factory had been begun. Dr. Stocklin of I.G. spent some months in the United States working at the General laboratories and visiting other rubber experts. At this same time the Goodyear Tire and Rubber Company became interested but it was decided to await the outcome of the work with General before doing anything further. General's final report on the study was dated April 27, 1934. It found the Buna product unsuitable for handling in standard factory equipment, and the quality of the products made from it definitely inferior to those made of natural rubber.

This report was, for us in America, the "end" of the "beginning" of the Buna development. Still working on the electric arc process and its related developments, the Joint Study Company had found a workable, but much too expensive process for obtaining butadiene from oil or natural gas. All along the line, we had attained a fair degree of technical success, but commercially our efforts seemed to have ended in complete failure.

I.G. seemed to have arrived at about the same impasse in their work in Germany. They were able to convert butadiene

into a synthetic rubber which appeared superficially to be of fairly good quality/even better than natural rubber in some few characteristics. But the production cost was still far out of the range of commercial competition with natural rubber, and the quality was found, both in the German and in the Ameri-

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can experiments, to be not only inferior on the whole but also unsuitable for commercial handling in rubber factory equipment. It was doubtful if any quantity of the Buna could be sold at any price so long as natural rubber was available.

Just at this time another element was introduced into the situation abroad by the German government's "Four Year Plan". Under this program, adopted in 1933 by the new National Socialist government, the German economy was to be rebuilt within four years under the leadership of Hermann Goering to achieve the maximum degree of national self-sufficiency. The synthetic oil-from-coal program, already well started, was to be greatly expanded and real efforts made to develop other new synthetic industries.

Because of its importance both from a military and economic standpoint, synthetic rubber was to be ^{one} of the pillars of this autarchy program. Germany had been experiencing chronic and increasing difficulties in trying to make a solvent foreign trade balance sheet. Footing the annual bill for crude rubber imports was one of the worst foreign exchange problems. So the production of synthetic rubber became a part of the German autarchy program, with the government paying the costs and directing the procedure. Experimental production of Buna was continued and increased. Small quantities were soon being delivered to the entire German rubber industry, which had to use them as best they could. These products were sold

by I.G. under government direction, the German rubber fabricators being compelled to absorb established quotas. The entire world knew of this situation, and the great American rubber companies, all of whom maintained contacts with the German rubber trade, followed developments there with mixed feelings. While there was general interest in the scientific aspects of the German synthetic rubber program, no one here envied the German rubber companies who were compelled to absorb the inferior Buna product.

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Dr. Fritz ter Meer, the I.G. director in charge of the Buna development, visited New York during the latter part of 1935 to confer with us about it. Like most of the high executives of the I.G., he was a scientist by training and was familiar with the research work as well as the commercial operations. At that time the production of Buna-S in Germany was 25 tons a month. By instruction from Goering's Economic Ministry it was supposed to reach 200 tons a month within one year, and 1000 tons a month (about 15 per cent of Germany's needs) in three years. The output was to be sold under government direction.

Dr. ter Meer's report on Buna-S at that time was far from encouraging. In its natural form the product was said to have some superior qualities, especially for tire treads, since in some but not all tests it seemed to show more resistance to wear than the best natural rubber. But it was still impossible to handle the Buna-S satisfactorily on the milling and compounding machines made for natural rubber. It could be handled on the regular machinery by adding a softening agent, but its good qualities were then lost. Moreover, the cost figures showed the product to be

entirely hopeless from an economic standpoint; it could not compete in price with natural rubber.

Ter Meer had come to the conclusion that for industrial purposes neoprene might be more promising than Buna. Both in the United States and Germany a few experimental tires had been made of neoprene, and ter Meer thought at that time that a 100 per cent neoprene tire would prove better than a 100 per cent Buna tire. Neoprene could certainly be used much more readily in the existing equipment of the rubber industry than could Buna. As to raw materials, neoprene started with acetylene, upon which Buna was then also based in Germany, but neoprene required in addition only chlorine, which was cheaper and more abundant than styrene. So convinced were the I.G. people at this ^{time} of neoprene's merits that they contemplated negotiating for the rights to make neoprene in Germany. They then proposed to discuss with the German government the possible substitution of neoprene for part or all of the projected 1000 ton per month development of Buna.

Ter Meer's subsequent investigations here and in Germany made him abandon this plan. He later reported that it was another instance of the grass in the neighbor's field looking greener than one's own. The troubles with Buna had been quite obvious to him, but he had not been able to see the neoprene troubles until he looked more closely.*

Three years later, in the spring of 1938, the German government-subsidized production of Buna was far behind the original schedule, but had reached 5000 tons a year. This meant that German rubber manufacturers were required to absorb quotas of the unwanted product equal to perhaps 7 per cent of their total rubber consumption. Their complaints per-

contingus and bitter. Chief among their charges was that it took two to three times as much milling capacity to handle the Buna.

The only bright spot that had developed in the picture was the continued improvement of a variety of Buna known as "Buna-N", or "Perbunan" which had been invented by Tschunkur and another I.G. chemist, Erich Konrad, and patented in the United States in 1934.* This new rubber was made by combining butadiene with a substantial proportion of a rather expensive synthetic chemical known as "acryloni-

*In 1939 when Standard took over I.G.'s interest in Buna in the United States, it developed that in the course of its neoprene discussions with du Pont I.G. had promised du Pont that it would give them a chance to make a proposal before making any final decision on Buna in the United States. Standard had to make good on this promise but nothing ever came of it. Du Pont first stated it would be interested in Buna only on the basis of an exclusive license. We could not consider this. Later du Pont made an inquiry about terms for a possible non-exclusive license but no active negotiations were ever undertaken.

* Patent # 1,973,000.

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trile." The especially valuable quality of Buna-N was its high resistance to attack by oil. Natural rubber, if exposed to contact with mineral oils, has a tendency to swell up, soften and finally to disintegrate-no matter how it is compounded and vulcanized. If oil hoses and gaskets for oil pipelines are made of natural rubber, their life is apt to be short. This characteristic of natural rubber had always troubled rubber fabricators in Germany as well as elsewhere. Thickol and

neoprene met the difficulty, but each had its own objectionable peculiarities also. Buna-N was a definite advance in this special field.

Buna-N was introduced commercially in this country through an accident. Early in 1937 the du Pont neoprene plant was put out of commission for a lengthy period by an explosion. The rubber trade in America, now accustomed to using neoprene in small quantities for many special articles, found itself without supplies. The du Pont Company tried to do everything in its power to help these customers. Some of them were able to use Thiokol, but for many of them Thiokol was unsuitable. Du Pont brought this situation to the attention of I.G. and a small shipment of Buna-N was sent to the United States promptly. It was found to be entirely satisfactory to many of the American consumers who had been using neoprene and to new customers as well. The demand for Buna-N for special high-value uses increased steadily.

This demand, however, was infinitesimal compared with requirements for natural rubber at normal prices. The material did not replace rubber but went almost entirely into new uses where rubber had not been suitable. Total consumption reached a rate of about one ton a day. The selling price was from \$ 1.00 to \$ 1.20 a pound. At that time neoprene sold at 70 cents and natural rubber at 15 cents per pound.

Thus the German Buna was introduced into the American market in 1937. But its launching was far from being the event that Standard and I.G. had visualized years before. It did not replace natural rubber. It came, not as a new basic industry for the country, but as a high-priced speciality of

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very limited possibilities. It was not made, and apparently could not yet be made competitively, from oil or natural gas.

It was produced in Germany from coal, and if any were to be made in America, the simplest course would be to make it in the same way, from coal-produced acetylene. Under these conditions it would have been technically outside our Joint Study contract and might have remained the sole property of I.G. Any report of synthetic rubber developments to this point would necessarily have concluded with the statement that there was as yet nothing in the whole picture of any great importance, either to the United States or to Standard Oil Company.

Meanwhile, however, besides the small commercial deliveries and samples of Buna-N which were coming into this country, some new samples of Buna-S were also being imported. The first general shipments of Buna-S samples to American rubber companies had begun in February, 1937. In September of that year, I.G. furnished Standard with a list of eight companies to whom they had sent several hundred pounds of samples. Arrangements for these samples had been made by these companies directly with I.G. The I.G.'s report to us of the interest displayed in the samples by these American rubber companies, the new interest in Buna-N, and inquiries concerning Buna we ourselves had received from some of the American companies, resulted in new discussions with I.G. in September, 1937. It was decided that the Joint Study Company would follow up the commercial market in the United States for Buna-N, the oil-resisting specialty rubber and that there should be regular small importations of this type of Buna from Germany for the purpose. The importations were made by the I.G.'s regular sales agents in New York.

Then, in March, 1938, when the imported Buna-N was being received with increasing favor in the United States, I.G. advised us that German manufacturers were having

much better success in handling Buna-S, the tire rubber.

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Chapter V

BUTYL RUBBER AND AVIATION GASOLINE

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The Story of Butyl started with a technical meeting at Ludwigshafen which I attended in April, 1932. Dr. Martin Mueller-Conradi, connected with the management of the Oppau works of the I.G. which adjoined Ludwigshafen, described a new scientific discovery which I.G. thought would interest us. He began by handing me a small glass jar half filled with a transparent viscous substance. It looked and felt like a heavy tar which by some miracle had been bleached and made as clear as water.

This product had been developed, he told me, at the Oppau laboratories. It was subsequently called by several trade names, the name most commonly used in the United States being "Vistanex."

The Vistanex was made from a well known by-product of oil refining called iso-butylene. Its molecule is like that of butadiene, save that it has only two free hands or chemical bonds with which to take hold of other molecules, whereas butadiene has four. Like butadiene, it is on the borderline between a gas and a liquid. If left in an open vessel at ordinary temperatures, it will evaporate and become a gas almost immediately, but if confined under slight pressure, or kept at a low temperature, it will remain liquid. It was well known that the isobutylene molecules were quite willing to

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mediate, but if confined under slight pressure, or kept at a low temperature, it will remain liquid. It was well known that the isobutylene molecules were quite willing to

join hands with one another, but generally they formed thin liquids similar to gasoline. In a few instances higher polymers similar to lubricating oils had been produced, but isobutylene had heretofore refused to link into longer chains.

Dr. Mueller-Gunradi explained that his laboratory had recently discovered that if isobutylene was cooled to a temperature of approximately 100° F. below zero, and then treated with minute amounts of a little-known gas called boron fluoride, which served as a catalyst, the molecules would instantly combine into long chains. The result was a plastic solid. It was apparent that here was a possible method of making synthetic rubber. I examined the sample more closely. It was somewhat like rubber; at least it was slightly elastic. If it were a new starting point for rubber, it would be an important discovery, because, unlike butadiene, isobutylene was already available in the oil refining industry, and we had ^{only} to find means to recover and purify it.

Dr. Gunradi dispelled this dream by explaining that there were two difficulties. In the first place, although the Vistanox bore a slight resemblance to crude rubber, none that I.G. had yet been able to make was nearly elastic enough or strong enough to approach crude rubber in quality. The second difficulty was even more fundamental. The isobutylene molecule had only two free hands. When it was joined in chains, both hands were used, one on each end of each molecule, to link it to its neighbors. All the extended hands having been used to form the chain, the molecules were now smooth, and there was no way to take hold of them for cross-linking purposes. In other words, the isobutylene polymer could not be vulcanized. What, then, was the Vistanox good for?

One interesting characteristic was that, when heated to a high temperature, the long chains would break down

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into the original molecules, and the solid Vistanex would revert to a gas, leaving nothing behind. A safety fuel for use in airplanes or in airships where the fire hazard was great could be carried in the form of Vistanex in solid masses which would be harmless under any condition. As fuel was needed, the Vistanex could be melted and decomposed into gas, which would operate the engines just as well as gasoline. It was an ideal safety fuel-as safe as coal, but like coal, it was hard to handle and although some experimental devices worked well, this plan to use Vistanex as a safe aviation fuel never materialized.

A more immediately practical use suggested for Vistanex was as a thickener for oils and greases. It was closely akin to lubricating oil in its chemical constitution. A minute percentage of Vistanex dissolved in the oil would produce an observable increase in viscosity without otherwise changing the oil, and this thickening effect could be used to convert a thin or "light" lubricating oil into a thick, "heavy" one. We decided to begin with the I.G. a campaign of joint development on the product to try to commercialize it for this purpose as soon as possible.

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Standard began the sale of the Vistanex-treated oils in the winter of 1933-1934, using the trade name Paratone for liquid compounds of this type, and Vistanex for solid products.

For the initial production it was necessary to obtain isobutylene by chemical operations. At the same time, however, we began looking for methods of recovering the isobutylene

present in refinery gases by more direct means without going through intermediate chemical processes.

At this stage, the thread of the synthetic rubber development crossed that of another important American technical development which has had a tremendous influence on world history. This latter development was the class of super-fuels known as "100-octane gasoline." In 1921, Midgley at the General Motors Research Laboratories had discovered that tetraethyl lead in minute proportions greatly improved the quality of gasoline; and, in 1923, Prof. C.A. Kraus, working for Standard's research laboratory, had discovered a cheap practical process to make the tetraethyl lead. Jointly with General Motors, Standard organized in 1924 the Ethyl Gasoline Corporation to undertake the commercial production and general sale of tetraethyl lead as an improver for motor gasoline. The miraculous effect of tetraethyl lead in preventing gasoline from knocking or "pinging" in an engine had by this time become the foundation for continuous improvement in gasoline engines. Each new engine design raised the compression pressure slightly, produced more power and gave more miles per gallon. But with each increment of compression pressure the tendency of the gasoline to knock became more aggravated, and the situation could be met only by improving the quality of the gasoline or by adding more tetraethyl lead - or both.

There was no established method for measuring the knocking tendency of gasoline. It was simply tried in the engine to

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determine whether it was good enough or not good enough.

Dr. Graham Edgar of Ethyl Corporation's research laboratory met this need by working out in 1926 what was called a

"octane scale." He tested the knocking tendency of every pure compound he could find which was of the general character of gasoline. The best compound was one called iso-octane. It would not knock under any condition in any engines then in use. At the other end of the scale was found a compound called normal heptane, which was so bad that it would knock violently in any engine. By mixing iso-octane and normal heptane in different proportions, it was possible to obtain fuels of any intermediate quality. The percentage of iso-octane in the mixture was called the "octane number" of that fuel. On this scale the quality of commercial gasolines could be rated by comparing them with various octane-heptane mixtures in a test engine. Commercial gasolines at this time had an octane rating ranging from 40 to 75. By the addition of tetraethyl lead, the best ones could be brought up to a maximum octane number of about 87.*

The octane scale created a demand for important quantities of iso-octane and normal heptane to be used for testing purposes for the rating of commercial gasolines. To fill this demand, the Ethyl Corporation asked Standard's research organization for assistance in the preparation of iso-octane. Iso-octane could be made by hydrogenating a twin isobutylene molecule (di-isobutylene) and the question was whether we could supply this product.

In 1929 we made the twin molecule for the Ethyl Corporation from mixtures of gases generated in our synthetic alcohol operations. It was converted to iso-octane by the classical hydrogenation methods.

By 1934 our research organization had a double problem on its hands. We needed increasing quantities of pure

* At the time of World War II the octane rating of American motor gasoline was from 70 to 85 and of aviation gasoline from 87 to 100.

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isobutylene for production of the Vistanex, and there was also an increasing interest in producing super-fuels for automobile and airplane racing. Whenever anyone spoke of super-fuel, the obvious super-fuel was iso-octane itself, the standard of perfection by which gasoline was now being measured. In cooperation with the Ethyl Corporation, we had been producing it in small quantities for some years, for use as a fuel in laboratory test engines and the Shell Oil Company had also produced some and sold it to the Army Air Corps for test purposes. But the goal now was commercial production on a large scale as a super-fuel for automobile and airplane engines.

We solved both of these new commercial problems in 1935. The synthetic alcohol manufacturing which we had begun in 1919 was by this time a substantial industry. One of the steps in this operation was a preliminary purification of the refinery gases. By proper control of this operation, it was found possible to convert the isobutylene present in the gases into twins and triplets: that is, diisobutylene and triisobutylene. We hydrogenated the twins to make iso-octane, using the I.G. high pressure hydrogenation technique slightly modified, and decomposed the triplets back to pure isobutylene by passing them over a catalyst. These processes worked smoothly and successfully from the beginning and provided at one stroke our raw materials for both Vistanex and iso-octane.

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During this early period of development it seemed probable that I.G. would be able to help us with Butyl because of their work on Vistanex, Buna, and synthetic rubber in general. Under our contract of 1929 and 1930 they would become entitled, through the Joint Study Company, to a net participation of 37½ per cent in Butyl rubber when we had progressed far enough to initiate commercial testing and exploitation - just as we had become entitled to the same that it was based on oil or natural gas. However, while participation in their Buna development to the extent Butyl was an entirely new technical development and not merely an improvement on Vistanex, it was so near chemically to the Vistanex that we had reason to think the I.G. might learn how to make Butyl in their own research work. If they did that before we told them of our discovery, our rights as originators of the product would be prejudiced.* There was some fear in our organization that if we disclosed Butyl to the I.G. too soon, they might outdistance us in improv-

*Art. V of the Jasco agreement provided "The rule shall be that the party which first acquaints the other with the technical details of a new chemical process . . . shall be considered the originator. . . ."

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ing it and then ask our that our claim be compromised. The question never came up formally because the war intervened before Butyl had progressed far enough to be offered to the Joint Study Company but it must be said that they never gave indication of any such intention.

Butyl rubber, like its older sister Buna, had a

troubled childhood. There were times when it gave promise of supplanting the Buna, and other times when it looked as though it never would be practical. Ultimately it became a very useful factor in the wartime synthetic rubber industry, second in importance only to Buna.

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Chapter VI

THE LAST YEAR OF PEACE

On a visit to Germany in the early spring of 1938, I reviewed with Dr. Knierien the status of the Buna rubber development. In the United States the interest in synthetic rubber was slowly increasing. Neoprene and Yacrel were by this time standard commercial products, although their total tonnage was less than one per cent of American rubber consumption.

It was clear to us now that there were two kinds of demand for synthetic rubber, and that these two demands involved quite different factors. The first was for basic or generalpurpose rubber to compete directly with natural rubber; the second for new rubber-like products having certain properties quite different from natural rubber. Manufacturers would pay as much as \$ 4 per pound for small amounts of these specialty rubbers, to be used in such products as gasoline hoses and valves and diaphragms in oil pumps - uses for which natural rubber is not satisfactory. In these cases the price of the synthetic rubber was a minor element in the cost of the finished product.

But this was not the type of industry that Standard Oil Company (N.J.) and the German I.G. Company had had in mind in carrying forward the work on Buna. We had been aiming at the natural rubber market - over 1,000,000 tons of

year - not the specialty market of a few thousand tons. But others in America had been thinking mainly of this special market and during the preceding two years had made many inquiries of us. One company, which had a small but growing
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business in pipe couplings mainly used in the oil and gas industries, had been working assiduously with samples of Buna and was asking for exclusive rights to use ^{it} in their field. One of the leading manufacturers of chemical specialties for the rubber trade had applied for a contract as exclusive sales agent for Buna in the United States. Several American companies had approached us, indicating their interest in Buna as a specialty, and some of these same concerns also were making inquiries of the I.G. representatives in New York and the I.G. headquarters in Germany.

It was ter Meer's opinion that these American companies had no immediate interest in trying to advance the development of Buna rubber for general use as a replacement for natural rubber, but rather were interested only in obtaining an immediate profit or a competitive advantage in special lines. He pointed out that the German objective from the very beginning had been to develop a practical substitute for natural rubber in order to be independent of imports. This objective was deeply rooted in economic and military thinking in Germany. No such objective had influenced American thinking, save perhaps during the short period of resentment over the high prices resulting from the Stevenson crude rubber control plan.

After his discussion of this American situation Dr. ter Meer explained that the Buna development was moving along rapidly in Germany. All ideas of replacing Buna with neoprene had been put aside. Not only was the special quality

of Buna known as Buna-N finding a small market, but the German rubber companies were by now experiencing less difficulty in handling Buna-S, the general-purpose rubber. The picture had changed to such an extent that I was encouraged to believe again that, with more time and effort, it might be economically feasible to introduce Buna as an all-purpose rubber in the United States.

Next we considered the situation arising from the fact that

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the German government itself had been financing the Buna development in Germany. According to Dr. ter Meer, this meant that before I.G. could make any plans for a Buna manufacturing industry in the United States, they would have to consult their government. He feared that his government would reply that so far as the existing small demand of a ton or two a day of the special Buna-N product was concerned, it was more sensible to fill it by export from Germany than to attempt to manufacture on such a small scale in the United States. They might also urge that, because the development of Buna-S as an all-purpose rubber still had to be subsidized a premature attempt to promote it without government subsidy in the United States would result in initially and without any/giving it a bad name which would handicap its acceptance later.

Acknowledging these factors, I told Dr. ter Meer

I thought they were out-weighed by others. We felt, I told him, that even on a very small scale the Buna-N manufacturing industry could be successfully established in the United States as a competitor of Thicokol and neoprene. Also, while granting that it would take a great deal of patience, I thought the leading American rubber companies could be interested in some sound and practical cooperative arrangement

for commercial development of a general-purpose synthetic rubber of the Buna-S type, even though it might cost initially more than natural rubber.

All the Buna rubber made up to this time had come from coal and not from oil, and we therefore had no claim on the German acetylene process; I.G. was not obliged to submit it to the Joint Study Company. I reminded ter Meer, however, that our two companies had proceeded since 1930 on the assumption that, in the United States at least, Buna would be made from oil or natural gas, if it were produced on any large scale, and that accordingly both parties had always considered it to be in substance, if not in form, within the Joint

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Study Agreement. I reminded him also that we had spent more than three-quarters of a million dollars as our share in the Baton Rouge arc acetylene process and related developments; that we were warranted in holding that these considerations gave us a right to insist that the Joint Study Company should now attempt to organize an American group to take over the whole Buna development here.

Dr. ter Meer agreed that our position was reasonable and justified, and promised that he would present this point of view to his associates and, if they agreed, to his government. Ter Merr acknowledged at this time that, for some reason which he did not explain, the German government had not previously been informed that the Joint American Study Company was entitled to Buna rights outside of Germany. He intimated that in view of the large expenditures the government had made in Germany in perfecting Buna, it might be somewhat embarrassing now to break the news that foreign rights had long ago been contracted for. He was

sure, however, that if the matter were handled tactfully no serious difficulties would arise on this account.

When our discussion of the Buna situation was finished, I reviewed with Dr. ter Meer our new development, Butyl. We had filed our patent application in the U.S. Patent Office the preceding year, and would be compelled to file it in England, France, Germany and other foreign countries within a few months to protect our patent rights there. Ter Meer's reaction was satisfactory. He raised no question of the relation of our Butyl to their Vistanox. He complimented us on an outstanding piece of chemical development, but very quickly put his finger on the weak spots. He asked especially about the hysteresis characteristics of the Butyl rubber - that is whether it had high or low internal friction. I told him it was quite high. He shook his head, and said that was the fundamental point to attack, as in their long experimentation with the Buna types they had found high hysteresis to be the most

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stubborn characteristic of a synthetic rubber. The years of subsequent work with Butyl proved him to be right.

Before we parted, ter Meer and I had agreed upon a working program. He was to attempt to convince his own associates and, if they agreed, then inform the German government that steps should be taken to initiate a commercial Buna development in the United States, without waiting further to perfect the operation or the product in Germany. We both were to review our butadiene-from-oil experimentation; and I.G. was to start intensive work on what looked to be one of the best processes for the chemical treatment of butylene derived from oil to convert it into butadiene. I.G. was to study the preliminary reports I was leaving on Butyl

in the light of their own work on Vistanex and give us any suggestions they might have. We were to proceed actively with our own Butyl development program.

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While in Berlin on this trip I learned from the I.G. directors there that ter Meer had reported to his associates our discussions of the early spring, that they all agreed with our conclusions, and that there had already been some favorable reactions from the government officials to whom they had talked during that summer of 1938. They felt they had made good progress in explaining the situation to their government and would soon be able to work out with us a plan to introduce Buna into the United States.

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The Munich crisis of 1938 overtook us in London on my way home. When it was over there was, for a time, an optimistic feeling that any further immediate troubles in Europe would be only minor ones. I had been back only a short time when word came from Dr. ter Meer that his government had now stated that it had no objection to the introduction of the Buna development into the United States. Dr. ter Meer was himself coming to initiate the discussions, and asked us to arrange meetings with some of the American rubber companies. We accordingly arranged appointments for him with the five rubber companies who had shown the most interest.

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in Buna - Firestone, General Tire and Rubber, Goodrich, Goodyear and United States Rubber.

Dr. ter Meer arrived in November, 1938. The American companies were at this time interested primarily in Buna as a

specialty business. Only the Buna-N type was of immediate commercial value to them. Dr. ter Meer was convinced, on the basis of German experience, that the future of Buna as an industry lay not with Buna-N, but with Buna-S. It was easier to make than Buna-N, for the only raw material needed besides butadiene was styrene, a chemical obtainable at relatively low cost. Also, Buna-S had been tested extensively in tires in Germany and, although it was not 100 per cent successful as a substitute for natural rubber, there was no question but that excellent tires could be made with as much as 70 per cent of Buna and 30 per cent of natural rubber, with every prospect that the natural rubber content could be much further reduced and even eliminated for light tires. Improvements had been made in handling Buna-S, and it was now reported by German rubber companies that, by a new pretreatment process which Dr. ter Meer described to us, it could be fabricated in regular tire factory machinery much more easily than Buna-N, and almost as well as natural rubber.

Dr. ter Meer brought with him data covering a long series of tests which were just being completed in Germany showing the relative wear of Buna-S tires as against natural rubber tires. This test program had been initiated and controlled by the German government and was far more complete than anything previously available. Dr. ter Meer reviewed these tests, which showed Buna-S tires to have in many cases longer average tread wear than natural rubber--in some cases as much as 30 per cent more. His plan was, therefore, to interest the American rubber companies in the use of Buna-S as a tread material on their highest grade passenger car tires, perhaps to be sold at a premium price.

A first quality tire used on light passenger cars contained

about 12 pounds of rubber, only 4 pounds being in the tread, but it was then the American custom to throw away passenger car tires or sell them as junk when the tread had worn smooth. Therefore, the life of the tire in the hands of the consumer was simply the life of the tread. If this tread could be made to wear 25 per cent longer, the whole tire would have a 25 per cent higher value to the motorist. The retail price of such a tire was then about \$ 12. With 25 per cent more mileage, it would be worth \$ 3 more. Assuming that natural rubber would cost 10 cents less per pound than Buna-S, the extra cost of the tread might be 40 cents but it would be worth \$ 3 extra to the motorist. In addition, such tires would become recognized as the standard of highest quality, an asset to any tire manufacturer.

This line of reasoning was not new, but Dr. ter Meer now believed he had the data to prove that it was correct. His plan was to take advantage of the immediate financial interest which the American companies were displaying in the Buna-N type of rubber to interest them in the manufacture of Buna-S on a large scale for use as a tread stock. If this could be done, we should finally have arrived at our original goal of starting a real synthetic rubber industry in the United States - not merely as a small volume specialty business which would have costs too high to permit it to compete with natural rubber, but as a relatively large-volume product.

Dr. ter Meer opened his discussions with the five American rubber companies during December, 1938. The first question, of course, was the quality of Buna-S. Was it good enough to be practical in tires which had to be sold in the competitive market? Would it give superior mileage?

The rubber companies had all had long experience in testing tires, but this was a field in which it was particular

very difficult to reconcile test results. It was not recognized as clearly then as it was later that this difficulty was largely due to the

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difference between results obtained in hard service and those obtained in mild service.

In early 1939, when this matter was under discussion between the I.G. and the American rubber companies, inconsistencies in test results had been observed, but their explanation was not agreed upon. The American companies wanted to run tests of their own, and ter Meer agreed to send each of them necessary quantities of the latest type of Buna-S rubber and also an expert, experienced in the compounding, fabrication and vulcanizing of Buna-S tires. When ter Meer left in January, 1939, this program had been set, and was subsequently carried through.

The German expert, Dr. Koch, arrived early in 1939, and proceeded in turn to the factories and laboratories of the rubber companies where test tires were being made up. The regular New York representatives of I.G. followed the work closely and from time to time advised us verbally of the progress being made. Some of the companies had completed their tests, and all were well along on them before the outbreak of the war in Europe in September, 1939. The results were for the whole favorable and were accepted as general confirmation of the German tests reported by Dr. ter Meer. To stimulate interest in synthetic rubber in the United States, the I.G. Export, Dr. Koch, presented a scientific paper on the Buna rubber to the meeting of the Rubber Section of the American Chemical Society in Baltimore in April, 1939.

During these months in which the American rubber industry was checking the German tests of the latest Buna

rubber, the international political situation was deteriorating rapidly. The public, the press, the Congress, and the Administration - all seemed determined that our nation must not again be drawn into the European maelstrom. But war was in the air. We in Standard knew that the Asst. Secretary of War, Louis Johnson, was making a hard fight to establish an industrial preparedness program, and that with his backing Seite 73:

the Army and Navy Munitions Board was trying to complete a survey of American production potentialities in case of war. Seite 75, letzter Absatz:

From Paris I went to Germany in the spring of 1939 to check up personally on the butadiene order, which some of our chemical engineers had been following actively with the I.G. people. I visited the pilot plant at the I.G. Farben works near Langbein, where butadiene was being produced by the chlorination process from refinery butylene supplied by Standard. The pilot operation was now working very well, and I was given technical reports and designs for this process.

On my return to the United States in the late spring of 1939, the first order of business was another technical development in which the I.G. was actively interested, and which also played a part in the rubber trade. This was catalytic cracking.

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Chapter VII

WAR IN EUROPE

For the world at large the summer of 1939 marked the slow eclipse of "peace in our time." For Standard's technical organization it was a summer of hard work and vexing problems. Laboratory experimentation on Butyl was being pressed at an expenditure of about \$ 10,000 per month. Hoping for agreement

on a program for Buna manufacture the following winter, we were busy with plans to produce its raw material, butadiene. In addition, the Ordnance Department of the U.S. Army was depending upon our group to develop a process for large-scale production of synthetic toluene-a complicated operation which, like our French plant for producing aviation gasoline, was an offshoot of the German hydrogenation process but which, in the development stage, involved altering and combining manufacturing operations at refineries in Louisiana, Texas and New Jersey, and shuttling trains of tank cars from one to the other to take advantage of special equipment at each place.

At the same time we were trying to reconcile varying interests within a group called Catalytic^{tic} Research Associates. This group included three foreign companies - I.G. Farbenindustrie, the British Anglo-Iranian Oil Company and the Dutch-British Royal Dutch-Shell Company; three American oil companies - the Texas Company, Standard Oil Company (Indiana) and our own company; and two American process development organizations operating in the oil industry - The L. W. Kellogg Company and the Universal Oil Products Company. All were interested in the catalytic treatment of

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oils. Each had technical contributions to make. The group was trying to arrive at some workable arrangement under which they could exchange their knowledge and supplement one another's research efforts in catalytic refining, and each could secure the right to use or to license the processes resulting from the combined efforts.

Seite 79, ab Zeile 3:

When the blow finally fell on August 31, one could almost feel its physical impact on the crowd.

Seite 72, 3. Absatz:

Like every American I thought of the critical problems which the coming of war in Europe forced us to face at home. Surely the United States would now have to begin industrial and military preparedness on a great scale. This should mean forced - draft development of new processes and plants useful in a defense effort. Aviation gasoline and synthetic toluene were certain to be critical problems. What about rubber?

I considered the Buna development. After nearly ten years of effort it had just now arrived at the point of being ready for launching in the United States. But Buna was a German invention, patented in our own U.S. Patent Office by I.G. Farbenindustrie. Its commercialization in the United States under the existing arrangements would have to be a joint enterprise undertaken through the Joint Study Company, and on all Buna questions I.G. would have the deciding voice because it was their original process. As matters stood, we could do nothing alone. The United States government could of course act in complete disregard of the patents, no matter who owned them. This inherent right had been specifically confirmed by a special statute many years before. But there

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was no existing governmental machinery capable of establishing a synthetic rubber industry. Private initiative and private industry would have to plan and carry through any such development and about all it could hope for from the government was financial help.

Also, there was the matter of documents of assignment of patent for a great number of patents in which Standard had an interest but which had originated with the I.G. Several thousands of them had been involved in the 1929 agreement and

the supplementary 1930 agreement. They included all existing patents of the I.G. relating to oil throughout the world except Germany. They included also those dealing with oilchemical industries.

In handling these patents, the usual procedure had been to rely on the general contracts and postpone execution or recording of formal documents covering the separate patents until some business reason made these steps necessary. The

situation was further complicated by the fact that the right of the two American patent holding companies, Standard-I.G. Company and the Joint Study Company (Jesco), to any of the most important patents, including Buna patents, was in many cases an exclusive right under the patent for the defined purposes only, with I.G. having the exclusive right under the patent for all other purposes. The detailed procedure was established by the 1929 contract for the oil patents. If the patent were mainly useful for the processes which belonged to us, it was to be assigned to us, leaving I.G. with a reserved exclusive license for itself for all processes it had not sold to us, and conversely, if uses in our defined field were not the principal ones dealt with in the patent, I.G. would keep the title and we would have the exclusive license only in our defined field. It was often difficult to decide which was the greater and which the lesser use of the patent. In the case of the oil-chemical patents, the parties had disregarded all formalities while proceeding with the development work. For these

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various reasons, the two patent holding companies had, during the preceding ten years, taken separate assignments to less than half of the total patents to which they were entitled in whole or in part by the blanket provisions of our 1929

purchase agreement with I.G. We had, during recent troubled months, been trying to clear up the records on some of these patents, but a great number of separate formal documents were still needed.

At this time, of course, the United States was not at war with Germany. Diplomatic and trade relations continued and normal legal procedures had to be observed. However, a blockade by the British fleet, which would unquestionably be instituted, might make it difficult or even impossible to obtain delivery of legal documents from Germany, or to communicate freely as had been our custom on technical and patent problems involved in our contracts with the I.G.

It was clear that Standard would have to adjust itself at once to an entirely new set of conditions which might last a short time or a long time, and might or might not eventually involve our own country in the war. The thing to do seemed to be to try our best to arrange matters so that we could carry forward without delay or interruption, alone and entirely independent of I.G. if necessary, all of the important technical developments which came under our 1928 and 1930 contracts and which, by these contracts, had been envisioned as being handled through jointly owned American companies in the management of which the parties would actively cooperate.

From Vichy, I called Mr. William S. Ferish, who had now succeeded Mr. Tearle as President of Standard, as follows: "Some best await developments risking considerable delay in return because should work out at Hague best possiblemodus vivendi developments problems. Also seems probable you may have other requirements direct representation there."

Through our French subsidiary and with the help of the French authorities, I was able to proceed to London as soon

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as the first mobilisation load was off the railways. There I reviewed the situation with our counsel, Mr. Carlisle, who was familiar with every detail of the I.G. contracts. I had already cabled New York asking that they try to arrange an appointment with Von Knierim of I.G. for me in Holland and that he bring assignments of all patents in which we held interests. In London, I asked the American Embassy whether it would be proper for me to go to Holland to meet the I.G. representatives and get all possible help in clearing up our record titles and to discuss with them how to handle our contract relations. Mr. Herschel V. Johnson, a career diplomat who was then counsellor of the Embassy,* was doubtful of the propriety of an American citizen going to Holland to talk to England's enemies and then returning immediately to Berlin.

I could not escape the conviction, however, that the Germans themselves were the only people who could profit from a military standpoint by leaving the relations between Standard and the I.G. in the situation into which the war had thrown them. If the right of Standard to use and license others to use those valuable processes which had originated in Germany, but which Standard knew more about than anyone else outside of Germany, were left clouded by lack of any formal documents, the effect might be to handicap the production of several important munitions of war in the world outside of Germany. Who but the Germans could derive any military benefit from this situation? Mr. Johnson saw these difficulties and referred the matter to Ambassador Joseph P. Kennedy. The Ambassador discussed the problem with us and decided that it was proper for Standard to try to obtain from the Germans documents needed to give it the freest possible hand in the exploitation of the German processes, especially in the United States.

He could see no reason for the British to object. I told the Ambassador that to reassure the

*Later an Ambassador in several capitals.

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British I would be glad to have all my discussions with the Germans in Holland take place in the presence of a representative of the American legation at The Hague. The British Foreign Office, however, had no objection to my going to to meet the Germans and returning at once to England, Holland, and so on no necessity for the presence of an American government official to chaperon these business discussions.

I went alone to The Hague on September 22. There I met Dr. Fritz Ringer, a young I.G. chemical executive who had been handling many of their contract matters with us for several years. His only companion was a junior lawyer from their patent department. Von Knierim, their legal chief, had been unable to come.

They had brought with them long lists of patent assignments covering all the principal countries of the world. There had been no time to consider one patent in detail. They said that whenever it appeared that the patent seemed to come under our contracts, they had brought the assignment and that they had confidence in our willingness to rectify any errors which might appear on careful checking of the contracts and patents. They asked only that I acknowledge that they remained entitled, under these patents, to all licensing rights not sold by the original contracts and at the same time give us their assurance that if they had overlooked any patent in which we held rights, they would correct the error.* This voluntary action on their part solved the worst problem involved in the patents by clearing all the record titles. It created some secondary legal problems but we were able to find

"Text of their assurance read "Similarly it may have happened, though we do not think it probable, that one case or other actually coming within the scope of our agreement has been left out from the assignments by mistake. In such a case we, of course, maintain the view that your contractual rights thereunder are not in any way modified. We are, of course, quite prepared to correct such a mistake if it should have happened by looking out an appropriate assignment."

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solutions to all these secondary problems after my return to the United States.

Seite 95, 2. Absatz:

As soon as all the patent design data had been checked for form and delivered to us, and while Dr. Rineer and I were awaiting word from Washington on the French assignments, we took up the problem of the Joint American Study Company which was entitled to the exclusive right to the synthetic chemical processes. The situation confronted us was a difficult one. We had organized an American corporation, named equally by the I.G. and Standard and intended as a vehicle for commercializing these new processes for making chemical products from oil or gas. Each company had to put up the capital required in equal amounts, but the company originating a process had a five-eighths net interest in the process (after repayment of the expenses of development) and the right to decide upon the progress with respect to its development.

So far, the Joint Study Company had undertaken active work on several developments, all originating with I.G. I.G. had the deciding voice on each of these and nothing could be done without its consent. Although the United States was not at war with Germany, we both feared that unless something were

done, the Joint Study Company's business would be liable to stand still until peace came to the world again, whenever that might be.

The Vistamar process had gotten involved in complications which had been taken care of temporarily by an agreement which permitted Standard to carry on the business concerning it.

Especially, an agreed royalty being paid directly to I.G. On the synthetic fatty acid and all aspects of the Buna processes no definitive arrangements of any kind had yet been made but Dr. Knierich knew of the plans on which he had just been working with the idea to start a Buna development in the United States.

The most obvious solution was for Standard to buy out for cash the I.G.'s entire interest in the Joint Study Company and related contracts, and then proceed entirely on its own responsibility and with its own money.

The first difficulty here was the uncertainty as to the value involved. I did not know how much I.G. had spent in developing their processes, but it certainly was many millions. Presumably they would not want to sell at a loss. On the other hand, I did not believe Standard's Board of Directors would wish to buy for a large amount in cash the German interest in these new processes of which only one, the Vistamar process, had yet demonstrated any commercial value.

And, as I considered it, there was another strong argument against a cash purchase. Although the United States was committed to a policy of formal neutrality in the war which had just begun, American sympathies were definitely not with Germany. Whatever the commercial considerations might be, I felt sure that Standard would hesitate to make a large cash payment to a German concern at this time. There was not

yet any control of foreign exchange in the United States and any such payment made to German nationals would become at once available for use by their government to aid in prosecuting the war.

Another possible solution occurred to me. Standard might trade its three-eighths interest in the processes in a part of the world for I.G.'s five-eighths interest in other parts of the world.

It was obvious that the German stock interest in the Joint Study Company would present a real problem in France, Italy, and England during the war, and that, whatever the outcome of the war, any German business interest would be unpopular in those countries for years afterward. Standard, however, wished to proceed with the new processes in both of these countries as well as in the United States, and was under no present or prospective handicap. On the other hand, the I.G. might wish (or find themselves urged by their government) to have the Joint Study Company proceed actively in Italy, Spain, Japan, or even Russia, on some of these processes. We had a contract right to be informed, and could object, but could not block such action.

It looked as though it would suit both parties best if we could part company through a trade of some kind, each party getting free of an embarrassment and clearing his own road. Since Standard had the minority interest and also wanted to keep the United States rights as its part of the trade, it looked as though we would have to give up our interest not only in the countries which were definitely in Germany's orbit, including Russia at that time, but also in all the neutral world as well. This was hard to swallow, but I did not think it would be worth while to offer anything less. I sent-

ioned the idea to Dr. Ringer, and he seemed to receive it favorably.

When we resumed discussion the following day, he said that the plan was attractive in some ways but seemed to involve too much financial risk for his company. The largest source of income from the processes, he thought, would be the United States. Germany was not at war with the United States and did not expect to be, and he felt that I.G. was entitled to continue to receive its share of whatever could be earned from these processes in the United States - whereas I had proposed that I.G. relinquish its full interest to Standard. On the other hand, he said, the prospects for future revenues from the countries other than the United States might not be proportionate. If the proposed trade were made, therefore, he

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felt that I.G. was entitled to something in addition to the exchange of patent rights in the various countries.

Ringer may, or may not, have known at the time, however, something I did not learn until the following year -

the Nazi government had already made a synthetic rubber agreement of some kind with the Italian government. Since Ringer had, during our first day together, mentioned that he expected soon to go to Moscow for technical discussions with the Russians, whom we both knew to be interested in Buna rubber, it is possible, also, that he foresaw the prospect of being required by his government to make some arrangements with Russia concerning Buna. Ringer recognized that Standard's minority interest in the synthetic rubber processes outside Germany was creating difficult problems for the I.G. with their own government. Apparently because of this embarrassment, I.G.

had not yet asked its government for permission to include these Buna assignments in the batch he was delivering, although he freely acknowledged their obligation to do so, and promised that this would be taken care of at once.

Discussions along these lines, however, seemed to get nowhere. Ringer was unwilling to gamble on my proposed trade. I was unwilling to suggest a cash purchase. The impasse was finally broken when we agreed that what we both wanted, fundamentally, was to dissolve the joint arrangement by dividing the assets on a basis which would be absolutely fair as judged by the original contract. We decided, therefore, to adopt my plan with the provision that both parties would stand ready to review how the trade had worked out in actual operation; and, if it appeared to have been inequitable, the inequity would be adjusted in some fair way. We had come to a point where if we were to get out of the stalemate, each of us would have to rely on the fairness and commercial integrity of the other to redress any inequitable result of this hasty division of the property.

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We wrote out in longhand the "Lazus Agreement" which resulted from this discussion at the offices of Standard's Dutch subsidiary company in The Hague and typewritten copies were sent from the handwritten draft. The agreement was to become effective only if ratified by our respective companies. By this document the entire ownership of the Joint American Study Company - with all its "Jasco" processes - for use in the United States, the British and French empires, was to come into the hands of Standard. Standard in turn surrendered to the I.G. all of its own interest and that of the Joint Company in all these processes for the remainder of the

world. Iraq was named initially as part of Standard's territory because it was a protectorate of England and therefore, arguably, a part of the British Empire, but we conceded this minor point later. Perhaps because the agreement was prepared in hand-written drafts, it was short and simple. It is reproduced in the appendix.*

Dr. Ringer mentioned to us at The Corps that through telegraphic exchanges between New York and Berlin, he understood Standard had purchased the I.G.'s holdings of 20 per cent of the stock of our patent management company, Standard-I.G. Company. On my return to London on September 26th, I obtained further information on this transaction.

On the outbreak of the war, the Standard executives in New York had genuine concerns about having I.G. continue as a shareholder in the Standard-I.G. Company. This was of no great financial consequence, since the shares carried only a small dividend right, (\$2200 per annum) all the remaining earnings being paid out as royalties. But continued ownership of the shares gave I.G. the right to elect two of the ten directors. This would permit I.G. to keep in touch with everything done concerning these important processes throughout the

* Appendix, p. 265.

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world and thus the jointly owned patent management company would be acting as a continuing source of information for Germany. If America should itself come into the war against Germany, the I.G. stock would be seized and perhaps sold to speculators who could be of no help to the company but would be entitled to elect two of its directors. Standard's Board had therefore decided to try to purchase the I.G. stock at

once, and their cabled offer of \$ 20,000, the original cost and reasonable value of the stock, had been accepted by I.G.

With the purchase of the Standard-I.G. stock already consummated in New York, with formal assignments of all the patents covering the processes which belonged to us in hand or on their way to us, and with a plan for the territorial division of the Joint Study Company's assets and the incidental acquisition of I.G.'s stock in that company worked out, it seemed to us in London that everything had been completed which needed to be done to eliminate the I.G. as participants in the actual handling of the new processes. They would retain their royalty rights in the oil processes, but in the chemical processes all rights in the U.S., England and France would now belong to us.

These changes had been effected without making any cash payments to Germany save for the \$ 20,000 paid for the Standard-I.G. Company stock. There had been no time to draft the lengthy contracts, which ordinarily marked each major step in the relations of these large corporations. But these hasty and skeletonized arrangements, like a typical "modus vivendi" of diplomatic usage, were adequate to form the working framework of a permanent new status between the parties.

Subsequent exchanges of cablegrams and letters confirmed the acceptance of the new framework by the parties, made some necessary corrections in legal forms, and clarified details such as the Bunsen process definition in which the exact technical language was an important part of the agreement.

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CHAPTER VIII

THE KUPFERTSCHEN BOARD.

Absatz 2:

It required no military expert to sense the potential dangers, and as soon as I had reported to our own directors in New York I asked for an appointment with the Army and Navy Munitions Board in Washington. On October 19, 1939, Dr. Frolich, Dr. Hopkins and I saw the Board and reported that Standard was taking measures to get the Germans out of the Joint Study Company which owned the Buna processes. We found the Board fully alive to the increasing importance of the rubber situation. We discussed what to do next and it was agreed that the best way to make progress would be for Standard to follow up the discussions with the rubber companies which had been initiated at our request by letter of Seite 93:

I.G. in late 1939 and which had not progressed to the point of laboratory and road testing by these companies of the latest grade of German Buna S rubber.

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CHAPTER IX EUROPE FALLS

2. Absatz:

We arrived in Basle, Switzerland, in mid-April of 1940. The I.G. representatives arrived almost at the same time, and we began our principal business discussions, which had to do with the clearing up of the Catalytic Research Associates problem. It was troublesome and complicated, and we found

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it necessary to refer several points back to New York by telephone and cable. In the intervals of these discussions we took care of several remaining details on Buna rubber which had arisen in connection with the patent lists and definitions

implementing the Hague Agreement. We also broached our proposal to buy a set of designs for the latest type German Buna polymerization unit. Back at home plans and engineering studies were now under way for a Buna plant at our refinery in Baton Rouge, Louisiana. This was going to cost several hundred thousand dollars. We had estimated Standard might save as much as \$100,000 if we could buy a complete set of German plants, but were afraid that restrictions on the export of any war-plant plans from Germany would prevent the I.G. from selling them to Standard. That proved to be the case. The I.G. representatives said there was no use in even raising the question with the German authorities.

One other point was very much on our minds. We wanted to make sure, if possible, that the Germans had not, since the outbreak of the war in Europe, made any radical changes in their Buna manufacturing processes or formulas. Direct questions were out of order since the I.G. men could not discuss any phase of Germany's industrial war effort. But during the settlements of patent transfers and discussions of license definitions needed to implement the Hague Agreement, we obtained sufficient data to feel sure that all of the fundamentals of the Buna operation had remained unchanged. This conclusion was later fully confirmed.

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We also received at this time news of the death of Dr. Carl Bosch, the chairman * of the I.G. with whom Standard had negotiated its 1929 contract. He had never been able to adjust himself to the Nazi regime and had been in failing health and in even worse spirits for some three years. In telling us of his death, his associates in Basle said of him that he was the only man left in public life in Germany who still spoke his own mind on political questions.

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At the time of his death Dr. Bosch was chairman of the Aufsichtsrat or Shareholders' Committee. Dr. Hermann Schmitz, formerly financial director had succeeded him as head of the Vorstand or Management Board.

Die vorstehende wortgetreue und richtige Abschrift des obigen Schriftstückes wird hiermit bescheinigt.

Horst Pelckmann
Rechtsanwalt

Extract Copy

from "Gum Rubber", The Birth of an Industry, by Frank A.

Howard edited 1947 by D. van Nostrand Company, Inc., New York,

Page 8.

NEW YORK PRICES FOR RUBBER

REPORT UNITED STATES*

	Year	Highest Price	Lowest Price	Average
Period of Stevenson Plan	1923. . .	35.6	25.3	29.5
	1924. . .	28.5	18.5	26.2
	1925. . .	112.0	35.0	72.5
	1926. . .	85.5	36.0	48.5
	1927. . .	41.5	33.0	37.7
	1928. . .	37.5	16.5	22.5
Period of Free Market	1929. . .	24.4	16.1	20.5
	1930. . .	15.8	8.1	11.9
	1931. . .	8.2	4.6	6.1
	1932. . .	4.5	2.7	3.4
	1933. . .	9.8	2.9	5.9
Period of International Rubber Regulation Agreement	1934. . .	14.5	9.9	12.9
	1935. . .	13.2	11.4	12.3
	1936. . .	20.0	14.9	16.4
	1937. . .	21.1	14.6	19.4
	1938. . .	16.9	11.6	14.7
	1939. . .	21.5	15.8	17.7
	1940. . .	22.1	19.1	20.1
	1941. . .	23.1	19.9	22.4
	1942. . .	22.5	22.5	22.5
	1943. . .	22.5	22.5	22.5

* Figures from U.S. Tariff Commission Report No. 6,

September, 1944.

Extract Copy

from "Buna Rubber", The Birth of an Industry, by Frank ...
Howard edited 1947 by D. van Nostrand Company, Inc., New
York, Page 276 and following.

... There was then practically no information available on
the manufacture of butadiene rubbers except the meager in-
formation set forth in the German D. G. Farbenindustrie
Buna patents and a few published articles. Thus B. F.
Goodrich was faced with the problem of developing butadiene
copolymer rubbers by tedious experimentation covering all
the complex processes and techniques involved in the
manufacture of such rubbers.

By 1935 the work of the B. F. Goodrich laboratories had pro-
gressed to the point where Dr. Simon recommended to the
company that increased facilities be provided for the commer-
cial development of butadiene rubbers. At this time he was
able to satisfy himself of the practical possibilities that
were inherent in the field of synthetic rubber.

In 1936, the company decided to incur a very substantial
expense in establishing a separate research laboratory devoted
solely to research in the synthetic rubber field. This
laboratory was organized under the direction of Dr. Simon,
with four experienced scientists as associates.

The following year, 1937, the project was expanded and eight accomplished organic chemists were devoting their time in our laboratory entirely to the development of commercial varieties of butadiene synthetic rubbers.

In 1938, construction was started on a pilot plant. This plant was completed in 1939 with a capacity of 100 pounds of synthetic rubber per day. These facilities not only made possible synthesis of the rubber, but we also built equipment for the production of our own butadiene, so as to be able to develop the process right through from the basic raw materials. Meanwhile, the laboratory work was further intensified and by the end of the year 1939, fourteen skilled B. F. Goodrich chemists and chemical engineers were devoting their full time to the synthetic rubber project.

By 1940, we had fully developed two distinct types of butadiene copolymer synthetic rubber, a tire rubber and an oil resistant specialty rubber, neither of which infringed any of the German I. G. Buna rubber patents. A commercial synthetic rubber plant was completed in that year, which had a capacity of six tons per day, or about 2,000 tons a year, and had facilities for making each of the two distinct types of butadiene copolymer synthetic rubbers.

On June 5, 1940 the B. F. Goodrich Company announced its new synthetic rubber under the trade name "Liberty Rubber" and "Bacripol", signifying the American polymer, and we displayed tires made from it as the first synthetic rubber passenger car tires to be offered for sale to the public in this country.....

Extract Copy

from "Buna Rubber", the Birth of an Industry, by Frank L. Howard edited by D. van Nostrand Company, Inc., New York, In 1947. Pages 285 and following.

.... Early in 1935 Mr. Dinsmore visited the I. G. plant in Leverkusen and received considerable information about the properties of Buna S and Buna N. He was permitted to inspect the laboratory polymerizer, but was given little information about the process. At this time Standard advised us that it was handling the Buna rights in the U. S. However, the I. G. people were non-committal. No samples were obtained from the I. G.

In November, 1936, a five gallon pot was set up for our rubber polymerization and work was continued until the following July, when a 75 gallon kettle was installed, by which time our knowledge of the process had progressed to a point where we were confident we could duplicate the German Buna on a laboratory scale. In March, 1937, Dr. Sabrell, Goodyear Research Manager, went to Germany and visited the I. G. He was told that they were making 175 tons per month (about 6,000 tons per year). He was told that they were not ready to give a decision about licenses possibly for four months.

A tire was treaded by us with Buna S in August 1937, and another was made with Buna N in September. In this month we finally received a shipment of about 1,000 pounds each of German Buna S and Buna N and a small amount of a variety called Buna K-85. Before the end of October, we had sent to I. G. in Frankfurt, two new and two worn tires and samples of gasoline and steam hose and a gasket and piece of conveyor belt - all made from Buna type rubber, produced in our laboratories. The purpose of this was to show the I. G. that we were far enough advanced to reproduce their rubber. All through this period there was uncertainty in our minds whether I. G. or Standard would control the licensing of this type rubber. In the latter part of 1937, Goodyear took active steps to interest Du Pont Chemical in the production of butadiene and acrylonitrile.

On January 4, 1938, the first tires were made wholly of Goodyear synthetic. On February 7th, Dr. Duisberg, patent representative in New York for I. G., was informed of our progress and three days later was given wholly synthetic tire to send to Germany.

In May, 1938, a series of conferences were held with Standard and I. G. representatives in New York, which did not result in any progress. Lindeberg attended a technical convention in London and, in early June, again visited I. G. in Leverkusen. On this occasion he learned that the Germans were devoting all their attention to Buna S because it was easier to process

When Buna N. plant building had just been completed for the purpose of adapting Buna to production processes. Dins on- went through this building, which was only partly equipped, and noticed that the Buna was causing many difficulties in tire processing.

In October an adequate sample of Goodyear synthetic was furnished Dr. Russell of Standard, for test purposes. In early November, Mr. Howard having just returned from Germany, a conference was proposed, but was later postponed by him. Mr. Bedford of Standard advised that Dr. Kier of I. G. would be in Akron December 12th. Messrs. Kier and Goodyear con- sidered and discussed the Buna situation. No definite assurances were given as to the possibilities of a license and disclosure of the important operating technique.

At this time, as far as tires were concerned, we were still chiefly attracted to Buna as an interesting technical development. We were hopeful that the expanding demand for oil-resistant rubber, might permit us to commercialize Buna N while we carried on our development of tire rubber. We con- sidered that the probable cost of these rubbers, would be too high, relative to natural rubber, to justify their use, except for special properties which natural rubber does not have. In tires, this had to do mainly with wear-resistance. Hence we worked mostly with tread compounds and with the thought of

getting the best result. It was not until Germany began to gain complete control of Europe, in 1940, that we thought of the Buna type rubbers as all-purpose substitutes. It therefore turned out that our work on producing softer rubber of the oil-resisting and wear resisting types, and our work to produce high-yields and fast production, was not altogether applicable to the type of rubber ultimately needed for an all-purpose war substitute.

Through 1939, then, we continued our experimental work with the objects just stated, in mind. We investigated large number of new polymers, developed by our research chemists, and studied and improved the process of manufacture. We momentarily expected a definite proposal from Standard and, in the latter part of November, such a proposal was finally submitted. Negotiations for modification of the proposed was finally submitted. Negotiations for modification of the proposed license terms ran rather active into October, 1940, and continued until January, 1941. No agreement was reached as Goodyear objected to the high royalties and other terms which it considered unreasonable

I herewith certify, that this is a true extract copy from the above quoted original.

Munich, 19. January, 1948. gen. Carl Bornemann

CARL BORNEMANN
Defence Counsel
at Military Tribunal No. VI

NEW YORK TIMES

August 10, 1947.

Indictment of Farben

No Violation of Law of Nations Seen in Failure to Share Data

The writer of the following letter was during the war in charge of all patent and cartel investigations for the United States Alien Property Custodian.

TO THE EDITOR OF THE NEW YORK TIMES:

Reference is made to the indictment of I. G. Farben officials, which was summarized in THE NEW YORK TIMES on August 8, 1947.

The first count in the indictment, as summarized, charges the Farben officials with aggressive warfare, in the course of which charge Farben's relations with various American firms are discussed at length.

I think it desirable that Farben's officials be made to answer for their crimes, but I am considerably surprised and somewhat disturbed at the implication that Farben's relations with United States companies, in the course of which valuable technical information was made available to the United States companies, is regarded as a violation of

the law of nations.

Exchange of Information.

The WICK summary quotes the indictment as stating: "Through its cartel arrangements, Farben retarded the production within the United States of certain strategic products, including synthetic rubber, magnesium, synthetic nitrogen, tetrazene, atabrine and sulf drugs." This sentence, and the whole matter of the exchange of technical information between Germany and the United States, will bear close examination, for it is a subject which has been greatly distorted in recent years.

At the outset, it should be noted that the economic situation of modern Germany has always been such that it has been desirable for her to export her manufactured products rather than her technology. By developing her products and manufacturing them herself she could give employment to her own population, whereas if she sold her technology she would presently find herself in competition with products of her own invention. As a result, she naturally tended to protect her technology wherever possible.

It is argued, I am sure, that any international law requires a person or a nation to publish his or its discoveries. If so, as a nation, believed in such a principle, our handing of information relating to nuclear fission could be inexplicable.

In spite of her general desire to retain her technology at home, conflicting interests sometimes made it necessary for

be pointed out that Germany did only what the United States and perhaps every other Country did.

In July, 1916, the Export Control Act (54 Stat. 714) was passed giving the President authority to prohibit or control the exportation of any technical data except under such rules as he might prescribe. The authority thus granted was used to prevent technical data from leaving this country regardless of private contracts, and this reasonable exercise of the sovereign's police power is not held to be in violation of international law. The fact that the Farben and Standard contract may be subject to valid criticisms under certain of our domestic laws is irrelevant to the prosecution of Farben officials for violation of international law.

Nitrogen Fixation Patents.

The reference in the indictment to "synthetic nitrogen" apparently should be to the process of fixation of nitrogen to derive synthetic nitrogen compounds. The basic nitrogen fixation patents in the United States were seized during the First World War and transferred to the Chemical Foundation. Farben's activities in the United States in this field after the First World War were of a relatively minor nature. We have had all through those years the advantage of the invention disclosed by the basic patents.

There is no single nitrogen patent. The process is covered by a group of patents. These patents were among those which were assigned to Linthrop Chemical Company pursuant to a

contract entered into in 1926 and which replaced contracts of 1920 and 1923.

At the time of the execution of the 1926 contract and at the time of the transfer of the patents, a substitute for quinine had no great importance, economically or otherwise, either in Germany or the United States.

It was only after Pearl Harbor that the Army and Navy became seriously interested and even then their interest was doubtful and reluctant. It was then believed that atabrine had certain slight toxic effects and as then manufactured it may have had, but if so there has never been any indication that the Germans were responsible for the fact, nor do I understand that the indictment so charges. Because of the alleged toxicity our military services moved with adjoining alacrity in accepting the new product.

There is not log in the history of atabrine in the United States to indicate that Farben did anything to inhibit our production of atabrine. On the other hand, it is pertinent to consider how different the history of the Pacific War might have been if Farben had not soon fit to publish and attempt to commercialize its inventions in the United States.

Effect on Future Arguments.

As I have suggested, it seems clear that the authors of the Farben indictment cannot be contending that Farben, before the war, was under any obligation to make all of its technical

Whatever their sins, the Germans should not be blamed for our lack of preparation for war in 1941 on the ground that although they told us to do some wrong things the course of instruction was not complete.

New York, Aug. 1, 1967
Suzanne Lerner, Jefferson

Memorandum, Jan 19, January 1913

NOTES ON CONTRIBUTORS

Defendant Counsel Code VI
Military Tribunal No. VI

Extract Copy

from RICHARD SIGMUND, Advertisement, Nov. 1943, Page 596.

SYNTHETIC RUBBER

by R. S. Young

Vice-President and Technical Director, The Goodyear Company,
Akron, N.J.

.....

... During the first year in Germany in about 1935. The Standard Oil Company of N. J. obtained a license to make it in this country under the German patents. In spite of all the criticism to which the Standard Oil Company has been subjected in connection with their handling of synthetic rubber development and production, the people of the United States should indeed be glad that the Standard Oil Company went ahead as they did with the Germans. The information they obtained has gone much to expedite our synthetic rubber program

I hereby certify that above document is a true extract copy from a photostat of the original which is in my hands.

Kuernberg, 21 January 1948.

Signed: Bornemann

Karl Bornemann

Defense Counsel at

Military Tribunal No. VI.

Extract Copy from

CHIEF OF ENGINEERING DIV., MASTER J. HENRY, Editor.

VOLUME 25, NUMBER 20, MAY 19, 1947, Page 1125.

IG at Puerberg

.....

Let's find out if agreements between IG and American concerns prevented the development of a large synthetic rubber industry prior to 1940, or if an understandable reluctance to fight the natural rubber monopoly was the primary reason. How many of those who have criticized most severely could have been willing to risk personal capital prior to 1940 in such a venture? Let's determine if our Government's lack of initiative and understanding of the potential peril of losing the rubber-producing area of the Far East is an important factor in the delay

I herewith certify, that the above is a true extract copy of the original.

Puerberg, 21 January 1948

Signed: Hermann

WILL SCHULZ

Defense Counsel at

Military Tribunal No. VI.

Case 6
Defense

MILITARY TRIBUNAL VI

CASE VI

DOCUMENT BOOK 10

for

Dr. Fritz ter Meer

Presented by the
Defense Counsel

Dr. Erich Berndt
Karl Bornemann

Spring



DOCUMENT BOOK X

for Dr. Fritz ter Meer

I confirm that the text of all the documents
(Nos. 402 - 405) contained in this Document Book
fully agrees with the documents presented.

Nuremberg, 24 January 1948

Karl Bornemann
Counsel for Defense.

INDEX

TO DOCUMENT BOOK X

for Dr. Fritz ter MEER, Case VI.

Doc. No.	Exh. No.	C o n t e n t s	Page
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Specimens of investigations on production statistics on the strength of the Decree on the Supply of Information of 13 July 1923 (Reich Legal Gazette I, Pages 723, 724) ter MEER Document No. 275
Exhibit No.
ter MEER Document Book II,
page of German text 84,
" " English text

402	Letter and questionnaire of the Reich Office for Statistics concerning the collection of data on the Aniline Dye-stuffs Industry, Calendar Year 1933, with attached instructions from the said Office for the filling in of the questionnaire.	1
403	Letter and extract from the questionnaire from the Reich Office for Statistics concerning the collection of data on the Pharmaceutical Industry, Calendar Year 1933, with attached instructions from the said Office for the filling in of the questionnaire.	19
404	Instructions concerning the questionnaire on the production of chemicals from natural basic substances and metals, and on the high grade chemicals industry, together with extract from the relevant questionnaire, Calendar Year 1933, both emanating from the Reich Office for Statistics, Berlin.	31
405	Instructions concerning the questionnaire for the collection of data on the Synthetic Industry, together with extract from the relevant questionnaire, Calendar Year 1933, both emanating from the Reich Office for Statistics, Berlin.	43

The questionnaire in each of Documents 402 - 405 contains the following preamble by the Reich Office for Statistics:

"Data are being collected solely for industrial purposes in order to obtain information on the position of the various branches of industry and on their importance for the German economy".

No. ...

Ch 19

Please quote
the above
number in
all com-
munications

Reich Office for Statistics
Office for the Collection of industrial
data
Berlin W 15
Kurfuerstendamm 193/194

No.

Ch 19

To be returned by !

COLLECTION OF DATA

on the Coal Tar Dyestuff Industry

Calendar Year 1933.

Data are being collected solely for industrial purposes, in order to obtain information on the position of various branches of industry and on their importance for the German economy.

In accordance with the Decree on the supply of Information of 13 July 1923 (Reich Law Gazette I, P. 723, 724) and with the second decree on the implementation of the Law on the Census of Population, professions and factories in 1933, dated 6 October 1933 (Reich Ministerial Gazette, Vol 61, No. 42) you are obliged to fill in this questionnaire.

The answers WILL BE KEPT STRICTLY SECRET.

Upon receipt by the authorities of the completed questionnaire, the first page will be detached by an official specially authorised to do so. Persons processing the questionnaire will have access to the remaining pages only, which do not contain any information on the name and the location of the firm.

Do not detach: the authorities will do that.

The results will only be published after discussions with representatives of industry and will be restricted to the SUMMARY FIGURES resulting from the collation of the answers of several firms. If a product is manufactured only by one firm or a small number of firms, so that it would be possible to draw conclusions about individual firms from the sum totals given, the product in question will be listed with other products.

If the questionnaire forwarded to you should not apply to your plant, you are requested to return it blank IMMEDIATELY stating what industry you are engaged in.

(page 2 of original)

A separate questionnaire will be filled in for each plant

The completed questionnaire for the firm detailed below is returned herewith.

Description of firm:

Location:

Administrative District:
(Kreis, Amtshauptmannschaft, Bezirksamt)

Professional Association:

Section or District:

Cadastral Number of professional association:

I (we) declare that I (we) have answered the questions truthfully.

....., the 1934
(Location of firm and date)

.....
(Signature of firm)

Is the firm an Aktiengesellschaft
or a Kommanditgesellschaft auf Aktien
or a Kommanditgesellschaft or G.m.b.H.
or an Eingetragene Genossenschaft
or an Offene Handelsgesellschaft
or an Einzelfirma ?

(Underline whichever applies)

If in calendar year 1933 the firm manufactured coal tar
dyestuffs in other factories in Germany, please name those plants
below.

.....
.....

(page 3 of original)

Each question is to be answered. Read the explanation attached
before answering each question.

PRODUCTION DATA

on the Coal Tar Dyestuff Industry

Calendar Year 1933.

Personnel, Wages and Salaries:

I. A. How many people did you employ in your Dyestuff factory ?

	End of June 1933	End of Decemb. 1933
	men women	men women
1. Employees and Officials (includ- ing Directors, Plant Managers etc.)		
a) Administrative personnel and Commercial Employees.		
b) Technical Employees (including Foremen, Master-Mechanics and Assistants)		

2. Workers (including
Journey-men, un-
skilled Help and
Apprentices)

Total:

B. How much (gross) did you pay in WAGES AND SALARIES

to the employees of your firm in 1933 ?

(See instructions)RM.

C. What was the number of men employed at the end of 1933
in the following

AGE GROUPS:	under 18	18 to 35	35 to 45	45 years and up	Total
	18	35	45		
	years	years	years		

This does not apply
to administrative
personnel and commer-
cial employees and
unskilled workers.

1. Male Technical
Employees (including
Foremen, Master-
Mechanics and
Assistants).

2. Male Skilled Workers
(tradesmen)

3. Male trained Workers
(see instructions).

(page 4 of original)

Each question is to be answered. Read the explanation attached
before answering each question.

CONSUMPTION OF RAW MATERIALS

II. How much Raw- Intermediate- and Auxiliary Materials, obtained
from elsewhere - including those obtained from affiliated de-
partments of your firm - were used in your factory in 1933 ?

A. Organic Chemicals:

1. Pure Methanol (including the amounts which are contained in methanol maritatic acid)	kg	15. Acetyl Chloride	kg
2. Ethyl Alcohol	kg	16. Carbon Disulphide	kg
3. Propyl Alcohol	kg	17. Phosgene	kg
4. Butyl Alcohol	kg	18. Urea	kg
		19. Epichlorohydrin	kg

5. Amyl Alcohol	kg	20. Methyl Chloride	kg
6. Glycerine	kg	21. Methyl Bromide	kg
7. Other Alcohols	kg	22. Methyl Iodide	kg
8. Ether	kg	23. Ethyl Chloride	kg
9. Formaldehyde	kg	24. Chloroform	kg
10. Acetaldehyde	kg	25. Carbon Tetrachloride	kg
11. Acetone	kg	26. Ethylene Chloride	kg
12. Formic Acid	kg	27. Methylamine	kg
13. Acetic Acid	kg	28. Ethylamine	kg
14. Oxalic Acid	kg		

B. Intermediates which were obtained as such - including

those obtained from your own plants producing intermediates:

1. Nitrobenzene	kg	14. Benzoic Acid	kg
2. Dinitrobenzene	kg	15. Aminobenzoic Acid	kg
3. Chlorobenzene	kg	16. Benzyl Chloride	kg
4. Nitrochlorobenzene	kg	17. Benzyl Chloride	kg
5. Resorcin	kg	18. Benzyl Cyanide	kg
6. Nitrophenol	kg	19. Benzal Chloride	kg
7. Chlorophenol	kg	20. Phenyl glycine	kg
8. Aminophenols and their derivatives	kg	21. Aniline, including Hydrochloride computed on the base of aniline	kg
9. Diphenylamine	kg	22. Dimethylaniline	kg
10. Other Phenol derivatives	kg	23. Other Aniline derivatives	kg
11. Chlorocresols	kg	24. Toluidine and its derivatives	kg
12. Chlorotoluenes	kg	25. Xylidine and its derivatives	kg
13. Nitrotoluene	kg	26. Benzidine and its derivatives	kg

(page 5 of original)

Each question is to be answered. Read the explanation attached before answering each question.

27. Other Benzole derivatives	kg	35. Phthalic Acid and phthalic acid anhydrides	kg
28. Naphthalene	kg	36. Other naphthalene derivat.	kg
29. Naphthoic chinone	kg	37. Nitro Anthraquinone	kg
30. Alpha Naphthol	kg	38. Amino Anthraquinone	kg
31. Beta Naphthol	kg	39. Dioxide Anthraquinone	kg
32. Nitro Naphthalenes	kg	40. Other Anthraquinone derivatives	kg
33. Amide Naphtholes and their derivatives	kg	41. Carbazole derivatives	kg
34. Other Naphthole derivatives	kg	42. Other organic intermediates, totalling	kg
35. Naphthyl Amines and their derivatives	kg		

C. Inorganic Chemicals and Auxiliary Products:

1. Fuming Sulphuric Acid% of free SO_3	t	13. Boric Acid, Borax	kg
2. Sulphuric Acid ... $^{\circ}P_6$	t	14. Metallic Sodium	kg
... $^{\circ}P_6$	t	15. Sodium Hydroxide, solid	t
3. Nitromuriatic Acid ... HNO_3	t	16. Caustic Soda solution with a content of ... t. NaOH	
... HNO_3	t	17. Potassium Hydroxide	t
4. Nitrating Acid (Mixed acid) purchased as such	t	18. Caustic Potash solution Containing ... % of KOH	
containing 100% pure HNO_3	t	19. Potassium Hydroxide (also known as lime) based on CaO	t
containing 100% pure H_2SO_4	t	20. Ammonia, a) aqueous solution containing ... % NH_3	t
5. Hydrochloric Acid (also as methanol carboxylic acid) Containing ... % HCl	t	b) liquid	t

6. Chlorosulphonic Acid	kg	21. Sodium Carbonate	t
7. Sulphonate Chloride	kg	22. Bicarbonate	kg
8. Thionyl Chloride	kg	23. Potassium Bicarbonate	kg
9. Chlorine, gaseous	kg	24. Common Salt (Also sodium salt by electrolysis)	kg
liquid	kg	25. Ammonium Chloride	kg
10. Sodium Hypochlorite	kg	Ammonium Sulphate	kg
11. Bromine, liquid	kg	26. Potassium Bromide	kg
12. Iodine	kg	27. Sodium Chlorate	kg
		28. Sodium Nitrate	kg

(page 6 of original)

Each question is to be answered. Read the explanation attached
before answering each question

29. Sodium Nitrite	kg	51. Ferri Chloride and Ferrous Chloride	kg
30. Sodium Sulphate Glauber's Salt	kg	52. Ferrosulphate	kg
31. Sodium Sulphite and Bisulphite	kg	53. Manganese Dioxide	kg
32. Sodium Sulfide	kg	54. Manganese Sulphate	kg
33. Sodium Sulphohydrate and Polysulphide	kg	55. Permanganate	kg
34. Sodium Thiosulphate	kg	56. Bichromate	kg
35. Sodium Hydrosulphite	kg	57. Metallic Nickel	kg
36. Sodium Cyanide and other cyanides	kg	58. Copper Sulphate	kg
37. Sodium Acetate	kg	59. Other Copper Compounds	kg
38. Ammonium Oxalates	kg	60. Lead Superoxide	kg
39. Calcium Chloride based on calcined CaCl_2	kg	61. Other Lead Compounds	kg
40. Barium Chloride	kg	62. Antimony	kg
41. Dolomite	kg	63. Sulphur	kg
		64. Phosphorous Trichloride	kg
		65. Phosphorous Oxichloride	kg

42. Magnesium chloride based on the anhydrous salt	kg	66. Nitrogen, obtained (not from a Linde-plant)	kg
43. Magnesium Sulphate 100 %	kg	67. Activated Carbon (Carboraffin)	kg
44. Magnesium Sulphate	kg	68. Sawdust	kg
45. Powdered Aluminum (Bronze, granulated)	kg	69. Infusorial Earth	kg
46. Aluminum Sulphate	kg	70. Chalk	kg
47. Aluminum Chloride	kg	71. Talcum	kg
48. Powdered Zinc	kg	72. Rosin	kg
49. Zinc Chloride, Zinc Sulphate	kg		
50. Iron filings	kg		

D. Total Value of Raw Materials used

R.

Value of supplies from abroad or
through import firms

RM.

G. TOTAL VALUE OF RAW MATERIALS USED RM.
 Value of supplies from abroad or
 from import firms RM.

CONSUMPTION OF BASIC MATERIALS AND PACKING MATERIALS

III. A. How much of the following basic materials did you use
 up during 1933 ?

1. Rubber (Plates, rings, plugs, tubing, etc.) kg
2. Filtering Cloth kg

B. How much of the following Packaging Materials did
 you use up during 1933 ?

1. Steel Drums Pieces
 That portion of these did you produce yourself? Pieces
2. Sheet Metal Drums and Containers Pieces
3. Wooden Drums and Boxes Pieces

C. Total Value of basic materials and packaging
 materials RM.

(page 7 of original)

Each question has to be answered. Read the explanation attached
before answering a question.

B. How much of the following Packaging Materials did you
 use up during 1933 ?

1. Steel Drums, including those made by yourself Pieces
2. Glass containers and Carboys Pieces
3. Others, specify which

C. Total Value of basic materials and packaging
 materials RM.

S A L E S

IV. What was the extent in 1933 of the sales (also deliveries to own affiliated industries) of the following products?

	Total		Amounts going abroad and to export merchants	
	Amount	Value	Amount	Value
A. Triphenylmethane dyestuffs:				
1. Basic dyestuffs kg		.... RM	.... kg	.... RM
2. Acid dyestuffs kg		.... RM	.... kg	.... RM
3. Special dyestuffs .. kg		.... RM	.... kg	.... RM
B. Azo dyestuffs:				
1. Soluble Textile dyestuffs kg		.... RM	.... kg	.... RM
2. Naphthol AS kg		.... RM	.... kg	.... RM
3. Dyestuffs for Lake-making kg		.... RM	.... kg	.... RM
4. Pigment dyestuffs .. kg		.... RM	.... kg	.... RM
5. Special dyestuffs kg		.... RM	.... kg	.... RM
C. Alizarine and Vat dyes:				
1. Alizarine dyestuffs kg		.... RM	.... kg	.... RM
2. Vat dyestuffs kg		.... RM	.... kg	.... RM
3. Special dyestuffs kg		.... RM	.... kg	.... RM
D. Sulphur dyestuffs:				
1. Multi-colored kg		.... RM	.... kg	.... RM
2. Black kg		.... RM	.... kg	.... RM
E. Indigo:				
1. Indigo kg		.... RM	.... kg	.... RM
2. Indigo scl kg		.... RM	.... kg	.... RM
F. Total Sales Figure:				..... RM
Amount going abroad and to export merchants :				..... RM

(Page 8 of original/Photostat)

Each question is to be answered. Before answering any question
the attached explanatory note is to be read through.

PRODUCTION CAPACITY

- IV. What percentage of the total production capacity of your coal
tar dye factory do you estimate was utilized in the year 1933?
In calculating production capacity you are to start from the
assumption that your coal tar dye factory has been working all the
year round and using all available production plants.
(percentage)

FACTORY COMBINATION

- V. Was your factory in the past connected with factories of other
branches of production? If so, with which? (Compare enclosure)
.....

SUPPLIES

- IV. How large were your factory supplies of the following raw, half-
finished and auxiliary materials? Under the following list of
materials, you can also give those supplies which apply to other
affiliated works departments that are connected locally. Supplies
of materials destined for the factory under consideration here
are to be indicated by the addition of "Ch 19".

	End December 1933	End November 1934
1. Pure Methanol (also as Methanol hydrochloric acid)	kg	kg
2. Ethyl alcohol	kg	kg
3. Ether	kg	kg

	End December 1933	End November 1934
4. Formaldehyde	kg	kg
5. Acetone	kg	kg
6. Formic acid	kg	kg
7. Acetic acid	kg	kg
8. Oxalic acid	kg	kg
9. Acetyl chloride	kg	kg
10. Carbon disulphide	kg	kg
11. Urea	kg	kg
12. Methyl iodide	kg	kg
13. Ethyl chloride	kg	kg
14. Chloroform	kg	kg
15. Carbon tetrachloride	kg	kg
16. Fuming sulphuric acid percent free SO_3	t	t

(page 9 of original/Photostat)

Every question must be answered. The attached explanatory note is to be read through before answering any question.

	End December 1933	End November 1934
17. Sulphuric acid ... ^c B4	t	t
..... ^c B4	t	t
18. Nitric acid ... percent HNO_3	t	t
..... percent HNO_3	t	t
19. Nitrating acid (Mixed acid)	t	t
20. Hydrochloric acid (also as Methanol hydrochloric acid) with H Cl content of	t	t
21. Liquid Chlorine	kg	kg
22. Bromine	kg	kg
23. Iodine	kg	kg

24. Boric acid	kg	kg
25. Metallic sodium	kg	kg
26. Caustic soda, solid and in solution, with an NaOH content of	t	t
27. Caustic potash, and caustic potash lye, with a KOH content of	t	t
28. Liquid ammonia	t	t
29. Soda and Bicarbonate of Soda	t	t
30. Sodium nitrate	kg	kg
31. Sodium sulphite and bisulphite	kg	kg
32. Sodium cyanide and other cyanides	kg	kg
33. Powdered aluminium (Bronze, granulate)	kg	kg
34. Aluminium chloride	kg	kg
35. Zinc dust and zinc compounds	kg	kg
36. Manganese dioxide and manganese compounds	kg	kg
37. Metallic nickel	kg	kg
38. Copper sulphate and other copper compounds	kg	kg
39. Lead compounds	kg	kg
40. Trichloride of phosphorus, oxychloride of phosphorus	kg	kg
41. Triphenyl methane dyestuffs	kg	kg
42. Azo-dyestuffs	kg	kg
43. Alizarine and vat dyes	kg	kg
44. Sulphur dyestuffs	kg	kg
45. Indigo	kg	kg

(page 10 of original/photostat)

Every question is to be answered. Read through the attached explanatory note before answering any question.

Supplementary questions.

The following questions are also to be answered. If it happens that other branches of production are connected with your coal tar dye factory on the spot, and separate returns

cannot be made for the latter, then all the locally connected plants may be taken as a basis for your answers. In this case the plant sections to which the data refer must be named in every case. The identification of the plant sections is necessary in order to avoid duplication when compiling results according to production branches.

VIII. But were your
consumption and supply
figures for combustible
and motor fuels, as
well as lubricants?

	Consumption for 1933	Supplies End June 1933	End December 1933
--	-------------------------	------------------------------	-------------------------

1. Coal	t	t	t
Amount of foreign coal (including Saar coal) included	t	t	t
2. Coke	t	t	t
3. Briquettes (including coal dust)	t	t	t
4. Bituminous coal (Unprocessed coal)	t	t	t
5. Bituminous briquettes	t	t	t
6. Heavy oils (crude oil, motor oil, gas oil etc.)	t	t	t
7. Light oils (Benzine, benzole etc.) (Amounts used for solvents are not to be included here)	t	t	t
8. Lubricating oils and fats of all kinds	t	t	t

Do these data apply only to your coal tar dyest factory?

(Yes or no).....

If not, to what portions of other plants among your locally
situated works?

.....

IX. What was your consumption of gas and electricity?

A. Gas consumption in 1933:

1. Gas from gas-works cbm
2. Gas from coke-works (also gas from outside works) cbm
3. Other gas (low temperature, distillation gas, furnace gas) cbm

B. Electric current consumption in 1933

1. How much electric current have you drawn from other sources (from foreign electricity works, and from your firm's power stations situated at a considerable distance)? kWh
2. How much electric current did you produce yourself? kWh
3. How much electric current have you provided for use elsewhere (for foreign consumers and for factories of your own firm situated at a distance)? kWh

Do these data apply to your own coal tar dye works only? (Yes or no)

If not, to what portions of other plants among your locally situated works?

.....

- - - - -

Certified to be a true and literal copy of the above document,

Nuremberg, 5 January 1948

signed: Karl Bernemann
(Karl Bernemann)
Defense Counsel
before Tribunal VI

Ch 19
1933

N O T E S
for use with questionnaire on Coal Tar Dye Industry.

The questionnaire applies to all firms situated in Germany (Saar region excepted), producing coal-tar dye products from intermediate products. Under intermediate products are to be included all those products which as such do not yet represent dyestuffs ready for use but still need further processing.

The production of these intermediate products will not be ascertained by the present questionnaire but by a special inquiry.

A special questionnaire is to be completed for every internal coal-tar dyestuffs factory. If the number of questionnaires sent is not sufficient, application is to be made for the extra questionnaires required. Answers to the questions are to be based on the books. Estimates may only be made where book-keeping material is not available. No question should be left blank since it will otherwise be assumed that the question has been overlooked. To avoid unnecessary queries, it should therefore be indicated with a dash (-) that the question does not apply in the circumstances to your factory.

Re Question I. The number to be given is that of the employees, officials (including directors and plant managers) and workers, (including journeymen, assistants, apprentices), who were employed in your coal-tar dyestuffs factory at the end of June and the end of December 1933. All those are to be considered as employees who at the time given were on an employed basis (including those on leave or absent for other reasons), but those persons employed in a central office outside the plant are not to be taken into consideration.

The sum paid in wages and salaries to these persons is to be entered. Any remuneration in cash (gratuities royalties etc.) and any other allowances (value of free board and lodging etc.) should be included in calculations of wages and salaries.

If there are other plants attached to your factory, their employees and their wages and salaries should not be included. The number of persons, who were employed by several firms (commercial employees, administrative staff, personnel of repair workshops, and other auxiliary establishments) and the amount of money paid to them in wages, should be shown in the questionnaire by percentages. Subdivision by age groups will be based on the year ending 30 June 1933.

Exhibit No.

Trained workers are defined as those who cannot immediately be replaced by untrained labor, e.g. foremen, sectional workers and similar groups of workers important for production (key personnel) who require a fairly considerable training period.

Re Question II. Those materials should be listed which were actually used in your plant during the year 1933, for the production of Coal Tar dyestuffs - whether you were working for your own account, or for somebody else against payment - but not those materials of which you received supplies in the year concerned but which you did not actually use. In the same way, the materials which were used in the factory for intermediate products for the manufacture of dyestuffs - or other intermediate products - will not be included in the scope of this questionnaire. Supplies from the Saar district should be shown under the heading "from abroad", since they are imported into the German customs area.

When giving amounts, the net weight should be given as a basis, unless the net content is asked for in addition. The weight of the packing should always be subtracted.

For the value of processed raw materials and auxiliary products etc. the actual invoice price should be given. Wherever no book-keeping material is available estimated values may be taken as a basis. The general expenses relating to the products in question are also to be taken into consideration. In every case, value should be given after subtraction of freight, customs, packing costs, and discount. Wherever raw materials are processed for internal and foreign firms against payment, no data on value should be given; in these cases a special reference should be made.

Re Question III. Here only those amounts are to be given which had to be replaced on account of wear and tear (store supplies expended) not those total quantities used. Copper, aluminum, and other non-ferrous metals should only be shown if they were used in the form of semi-finished products - not as apparatus and parts thereof.

Re Question IV. Total sales of 1933 should be shown and not only sales of products manufactured in that year. Supplies to other plants belonging to the same firm should also be considered as sales, even if they happen to be situated in the same place as the plant concerned.

Under "value" should be understood value ex factory without packing.

Document tar Meer No. 402

Exhibit No.

Calculations should be based on the sales price actually given in the invoice minus discount.

In the case of sales to plants owned by the same firm, the market price - or if not stated - the price charged is to be given.

Re Question VII. All stores of raw materials and products mentioned should be listed which were in your plant on the date specified, whether or not they were your own property.

Re Question VII. Under "consumption" total quantities of fuel and lubricants of all kinds should be entered which were used in your plant in 1933. Fuel consumption for the purposes of operating vehicles, heating, lighting etc. should be given as well as fuel consumption for power plant, industrial heating plant and vehicles, e.g. benzine driven locomotives etc.

The Reich Office for Statistics, Berlin W 15, Kurfuerstendamm 193/194, will gladly supply any further information on questions relating to the filling in of the questionnaire.

Document der Meier No. 403

Exhibit No.

Reich Office of Statistics
Bureau for Production Data
Berlin W 15, Murfuefendamm
193/194

No.

Ch 21

Return by.....1934

PRODUCTION DATA

on the pharmaceutical industry

Calendar year 1933

Production data is collected merely for industrial purposes in order to obtain information on conditions in the individual branches of industry and their significance for German economy.

You are ~~obligated~~ in accordance with the Decree on the Supply of Information dated 19 July 1923 (Reich Legal Gazette I, page 723, 724) and the second decree for the implementation of the law on population, professional and industrial census of 1933 dated 6 October 1933 (Reich Ministerial Pamphlet, 61st year, No. 42), to fill out this questionnaire.

The STRICTEST SECRECY WILL BE PRESERVED with regard to the answers.

As soon as the completed questionnaire has reached an official center, the first sheet will be reserved by an official specially entrusted with the task. Only the other sheets, which do not carry any information as to the name and site of the firm, are accessible to the people entrusted with the processing of the questionnaire.

The publication of the conclusions will take place only after discussion with representatives of Industry and will deal only with TOTAL SUMS, arrived at from the compilation of the data from various works. If a commodity is produced by one firm only, or by so few firms that conclusions could be drawn from the totals with regard to the individual firms, this commodity will be included with other commodities.

Should the questionnaire not be suitable for your works, you are requested to return it immediately uncompleted, at the same time giving information as to what trades you are engaged in.

Sheet two of original (Photocopy)

A separate questionnaire to be completed for each plant.

The completed questionnaire for the plant named below is herewith being returned enclosed.

Description of factory :

Location of factory :

Administrative district :
(Kreis, Amtshauptmannschaft, Bezirksamt)

Professional association

Section of district

Cadastral No :

I (We) declare that I (we) have answered the questions truthfully.

(Location of firm) , the1934

(Signature of firm)

Is the firm an Aktiengesellschaft or Kommandit-
gesellschaft auf Aktien or a Kommanditgesellschaft
or a G.m.b.H. or an Eingetragene Genossenschaft
or an Offene Handelsgesellschaft or an
Einzel firma ?

(Underline whichever applies.)

If in calendar year 1933 the firm manufactured pharma-
ceutical products and chemicals in other plants in Germany,
please name these plants below.

.....

(Sheet 3 of the original / photocopy)

Each question is to be answered. Read the explanation attached
before answering each question.

PRODUCTION DATA

on the pharmaceutical industry

Calendar Year 1933

Personnel, salaries and wages.

I. A. How many people do you employ in work on pharmaceuticals ?

	End of June 1933		End of December 1933	
	Men	Women	Men	Women
1. Employees and officials (including Directors, Factory managers etc.):				
a) Executive staff and commercial employees				
b) Technical workers (including foremen)				
2. Workers (including apprentices, journeymen, assistants etc.)				

Total :

B. How much (gross) did you pay the people employed by you
on pharmaceuticals in 1933 ?RM

c. What was the number of men* employed at the end of June
1933 in the following age groups ?

under 18	18 to 35	35 to 45	over 45	to- gether
----------	----------	----------	---------	---------------

1. Male technical workers (including foremen) :

2. Male skilled workers :

3. Male trained workers :

*) Executive and commercial staff and unskilled workers do not
fall under Question 1 G.

(Sheet 4 of original / photocopy)

Every question is to be answered. Read the explanation attached
before answering each question.

RAW MATERIAL CONSUMPTION

II. How much raw, intermediate and auxiliary materials obtained
from elsewhere were used in your factory in 1933 ?

A. Vegetable and animal raw materials :

a) Vegetable and animal raw materials processed to alkaloids, glycosides and preparations produced therefrom.	Proportion obtain- ed from abroad or through import firms
---	--

Alkaloid intermediate products
(bills, concentrates), further
processed in 1933 from stocks of
earlier years, to be calculated
in with raw drugs.

1. Cinchona bark (quinine etc.)	kg.	kg.
---------------------------------	-----	-----

2. Opium (Morphine and other opium alkaloids)	kg.	kg.
3. Strychnos seeds (nux vomica, strychnine, brucine),	kg.	kg.
4. Coca leaves (cocaine)	kg.	kg.
5. Raw cocaine, obtained as such	kg.	kg.
6. Raw coffee-beans (caffeine)	kg.	kg.
7. Digitalin leaves (digitalin-preparations)	kg.	kg.
8. Ergot (ergot preparations)	kg.	kg.
9. Belladonna leaves and roots (atropin)	kg.	kg.
10. Strophanthus seeds (strophantine)	kg.	kg.
11. Zedaira seeds (Santonin)	kg.	kg.
12. Yohimbe bark (yohimbine)	kg.	kg.
13. Guano (theobromin)	kg.	kg.
14. Cola nuts extract	kg.	kg.
15. Green nuts	kg.	kg.
16. Calabar beans	kg.	kg.
17. Hemlock (arnica maculatum)	kg.	kg.
18. Ephedra vulgaris	kg.	kg.
19. Others	kg.	kg.

Total value of the processed alkaloid

and glycoside drugs

RM

Proportion obtained from abroad or through

import firms

RM

Document, ter Meer No. 403

Exhibit No.

This is to certify that the above is a true and correct copy
of the original document.

Nuernberg, 7 January 1948

signed : Karl Bornemann
(Karl Bornemann)

Defense Counsel
Before Tribunal VI.

CH 21

1933

Explanations relating to the questionnaire on the
pharmaceutical industry.

The questionnaire is applicable only to factories in the pharmaceutical industry. This enquiry aims at gaining information on the production in so far as it takes place in pharmaceutical factories, of pharmaceutical preparations, such as alkaloids, drugs and preparations, hormones, gland preparations, vitamins, vaccines and sera from vegetable and animal raw materials, furthermore the manufacture of pharmaceutical and in particular of synthetic products and chemical raw and basic materials, and the manufacture of X-ray shields and planters, and also pest control agents.

This questionnaire does not apply to purely business firms or to finished products (specialities), which are merely marketed by them without their taking part in the processing, (mixing etc.) Similarly, the patent foods and medicines industry, small plants such as the Thuringian laboratories, pharmaceutical laboratories and chemists, as well as producers of bath-salts etc. are not included in this questionnaire. A special questionnaire, CH 22, is being distributed to this type of producer. If necessary, it is to be applied for.

Separate questionnaires are to be completed for each factory of the pharmaceutical industry in Germany. If insufficient questionnaires are on hand, the additional quantity required must be applied for.

The questions are to be answered on the basis of business records. Estimates

are only permissible when books are not available.

No question must be left blank, because it might then be assumed that the question had been missed. In order to prevent unnecessary enquiries, the fact that a question does not apply to your factory should be indicated by means of a dash (-).

Ad question 1. The number of employees and officials (including directors and factory managers) and workers (including chargehands, assistants, apprentices etc.) employed by your factory producing chemicals and pharmaceuticals at the end of June and December 1933 will be given, all those should be considered as employees, who had a contract at the time stated, (including persons on leave or those absent for any other reason), whereas persons employed in a central office outside the plant should not be included.

Wages and salaries paid to these persons should be entered as a total. Any remunerations in cash (bonuses, dividends, etc.) and any other allowances (value of free board and lodging etc.) should be included in calculations of wages and salaries.

If there are other plants or branches thereof (production of high-grade chemicals, perfumes, cosmetics etc.) attached to your chemico-pharmaceutical factory, their employees and wages or salaries should not be included. The number of persons, and the amount paid to them in wages, who were employed by several firms (commercial employees, administrative staff, personnel of repair shops and other auxiliary establishments) should be shown in the questionnaire by percentages.

Subdivision by age groups will be based on the year completed on 30 June 1933.

Trained workers are defined as those who cannot immediately be replaced by untrained labor, e.g. foremen and similar groups of workers important to production, (key personnel), who require a considerable training period.

Ad question II. Only those raw and basic materials should be listed which were actually used in your chemical plant for purely pharmaceutical purposes during 1933 - whether you were working for your own account or filling the orders of some other firm - but not those materials of which you received supplies in the year concerned but which you did not actually use.

Raw and basic materials which were used in the manufacture of other chemicals are not to be listed in this questionnaire but in questionnaire Ch 23 "Crude and High-grade Chemicals"; intermediates for the production of pharmaceutical end products, however, which are marketed as such, are to be listed on questionnaire Ch 18 "Intermediates Industry". If necessary, please apply for these forms.

Chemicals which are merely mixed by plants existing solely for this purpose are not to be listed separately but as a whole, under the heading II B "Consumption of final pharmaceutical products for the production of mixed preparations."

Supplies from the Saar district should be shown under the heading "from abroad" since they are imported into the German customs area.

Quantity specifications are to be based on the net weight, unless the net weight is to be listed separately. The weight of wrappings is always to be deducted.

The value shown for the processed raw and auxiliary material is in principle to be the actual invoice price. Should no accounting data be available for this purpose, the making-up price and, if necessary, cost estimates are to serve as a basis. General overhead expenditure chargeable to these products is to be included. In all instances, the value is to be listed after deduction of weight, duty, packing and discount. If raw material was processed on a contractor basis for domestic or foreign firms, no value is to be listed; special reference is to be made in these instances.

Ad question III. Under the heading of, auxiliary manufacturing materials used, the total quantities of rubber, asbestos, coal, silver, platinum etc. employed is not to be listed, but only the quantity which had to be replaced owing to wear and tear.

Ad question IV. Quantity specifications are to be based on the net weight. Therefore, the weight of wrappings is not to be included. The products listed are not to be those sold in the course of the year in question, but are to be all goods produced in the plant in 1933.

Only chemicals serving pharmaceutical purposes exclusively are to be listed. All other chemicals produced are covered by the questionnaire (Ch 23) issued to the plants manufacturing crude and high grade chemical products or by questionnaire (Ch 18) issued to plants manufacturing intermediate products.

All preparations (Galenicals, Pyralettes, Phenalgetin and similar products) manufactured merely by mixing purchased pharmaceutical products or chemicals are to be

listed under the collective heading III L "Mixed Preparations".

The values listed are to be based on the average net proceeds, after delivery to the plant, less discount, duty, freight and packing. Not to be listed is the value of products manufactured by a contractor for domestic and foreign firms.

Ad question V. The products sold in 1933 (including those manufactured on a contractor basis) are to be listed, subdivided into domestic sales, exports and sales to exporters. Products which were manufactured on a contractor basis are to be listed under domestic sales, products manufactured for foreign firms or under foreign contracts, under exports.

All preparations (Gelonide, Pyralotica, Phenalestin and similar products) produced by mixing chemicals or pharmaceutical products - including such as are of own production -, are to be listed under the collective heading IV M "Mixed Preparations" - with the exception of preparations of primarily hormonal action.

The values listed are to be based on the average net proceeds, after delivery to the plant, less discount, duty, freight and packing. No value is to be listed for products which were manufactured for domestic and foreign plants on a contractor basis; special reference, however, is to be made in these instances.

Ad question VIII. Here too, with reference to chemicals etc., only the stock in hand of such raw materials is to be listed, as serve for the manufacture of products destined for pharmaceutical use exclusively. The same also applies to the products themselves.

All preparations manufactured by mixing chemicals and purchased pharmaceutical products are to be listed as a total under the collective heading VIII 10.

Ad questions IX and X. The consumption of the total local works unit is to be listed. This means that the consumption of any affiliated Works department is also to be listed.

Ad question IX : In the column under the heading Consumption, all the types of fuels and lubricants are to be listed which were consumed in your works in 1933. Not only the consumption of fuels for the operation of generators, industrial heating installations, as well as mobile engines and means of transportation such as benzene locomotives etc., are to be included, but also, all fuel quantities used for the operation of your motor vehicles, and heating, lighting and other purposes.

Ad question X A. The consumption of condensed and liquefied gases (Hydrogen gas, oxygen gas, acetylene gas, dissous gas etc.) is not to be included.

Ad question X B. In reference to consumption of electrical power, not only purchased electrical power, but also that supplied by your own generating works not locally connected with your plant is to be listed.

In reference to your own production of electrical power, the amount actually produced and not the amount used electrically is to be listed.

The figures covering deliveries of electrical power to be used are also to include those quantities of electrical power which were delivered to separately located works of your firm.

In case of any doubts in regard to the completion of this questionnaire, the Reich Office of Statistics, Bureau for Production Data in Berlin W.15, Kurfuerstendamm 194/19 will be pleased to furnish further information.

Ch 23
1933

INSTRUCTIONS

on the questionnaire concerning the production of chemicals from natural raw materials and metals, and for the high grade chemicals industry.

Within the scope of the statistical investigations for 1933 several clearly defined branches of industry have been already covered by special questionnaires. Among these are the soda industry, the carbide and nitrogen of lime industry, the superphosphate industry, the charcoal burning industry, the nitrogen industry, the mineral dyestuffs industry, the tanning and dyestuff extracts industry, the aniline dyestuff industry and the photographic industry. Moreover, special questionnaires have been sent to a number of works or plants the distinguishing feature of which is a comparatively uniform production program. Belonging to this category are: sulphuric acid factories, alkali electrolysis plants, carbon disulphide factories, plants for the large-scale industrial production of solvents, as well as plants for the production of phosphorus and phosphorus compounds, of hydrogen peroxide and per-compounds, of alkali-cyanides, ferrocyanide and sulphocyanide compounds. The pharmaceutical industry, too, has received a special questionnaire, which, however, does not include the production of those high grade chemicals which are not used solely for pharmaceuticals.

By means of these questionnaires, all other chemical factories which produce chemicals from mineral and other natural basic substances or from metals and residues, as well as all

(page 2 of original)

factories producing high grade chemicals are now to be interrogated. However, this does not include the refining of industrial chemicals, if such refining is performed in connection with the basic production process in those plants which were covered by special questionnaires.

Questionnaire Cn 23, for instance, covers the production of manganese tungsten, molybdenum, vanadium and magnesium compounds, including the metals of chromium compounds (excluding chrome dyes), of alumina, hydrofluoric acid and boric compounds as well as rare earths. The questionnaire furthermore applies to the production of formic acid, oxalic acid, citric acid, lactic acid and their compounds, wood sugar, dextrose and other carbon hydrates, synthetic camphor, as well as photographic developing substances, etc.

Every plant in the Reich must fill in a separate questionnaire. Should the number of questionnaires sent not be sufficient, application should be made for the number still required. The answers to the questions must be based on the books. Estimates are permissible only where no book entries are available. No space after a question may be left blank, as otherwise it might be supposed that this question had been overlooked. In order to avoid unnecessary inquiries, a dash (-) will indicate that a question does not apply to your plant.

Re question 1: Give the number of employees and officials (including directors, Betriebsleiter) and workers, including auxiliary hands, trainees, apprentices, etc., working for your plant at the end of June and at the end of December 1933. All those persons are to be considered as employees, who during the period mentioned were under contract,

(page 3 of original)

(including persons on leave or those absent for other reasons). Persons employed in a central administrative office which is not located on the plant site should be omitted.

Moreover, the total sum paid in wages and salaries to these persons should be indicated. Any cash remuneration, (bonuses, royalties, etc.) as well as all other compensation in lieu of payment (free accommodation, food, etc.) are to be included in the total of wages and salaries.

If there are any other production plants attached to your works, the persons employed in these plants as well as their wages and salaries should not be listed. Personnel (commercial and administrative personnel as well as the personnel in the repair shops and other auxiliary installations) who have worked in several plants must be entered in the form covering this plant according to the number of persons and the wages total involved.

The division according to age groups should be based on the age on 30 June 1933.

Semi-skilled workers are such workers who cannot be easily replaced by unskilled personnel, e.g. foremen, permanently assigned workers and such workers who are of importance to the production process (specialists) and who require a rather long training period (about two months).

Re question II: List all materials which were actually processed in your plant during 1933 - regardless of whether production was for your own account or whether you worked as contractors for somebody else's account. But do not list the materials

which were only supplied during the year of investigation but were not manufactured. Quantities from the Sear area are to be listed under the item "originating from abroad" inasmuch as this is an instance of goods imported into the German customs area. Raw materials and chemicals which were made into products exclusively for pharmaceutical use should not be listed.

The value of raw materials, semi-finished and auxiliary substances which had been processed and were imported into the plant from outside should be given "free factory". Values are arrived at as follows:

- a) the market price of material drawn from other plants belonging to the owner,
- b) the actual invoice price for material supplied by other factory plants or from abroad. Any discount granted should be deducted from the invoice price.

In both cases freight and other charges as far as the factory should be indicated.

When indicating the weight all quantities are to be listed according to their stoichiometric composition (i.e. their net content without crystal water).

Re question III A. Under this item should be listed the quantities used of the aforementioned basic (plant-) auxiliary materials. In the case of metals, however, only in so far as unprocessed material, such as ingots, sheet metal, tubes and other semi-finished products (stock goods) are involved. Thus apparatuses and apparatus parts are not to be listed. Those quantities are to be listed which were actually used (scrapped) and have to be replaced, not the total material used.

Re question III B. Iron and sheet metal drums which were sold to customers

and were not returned to the plant are to be given as used.

Re question IV: When indicating the weight all quantities are to be listed according to their stoichiometric composition (i.e. their net content without crystal water).

List all usable products manufactured in 1933 - not those sold this year.

In listing the value take the average net proceeds ex works after deducting freight, customs duty and packing.

Re question IV C: The production of salicylic acid, benzoic acid and other organic intermediate products is not covered by this questionnaire. Sodium salicylate, mercurous chloride (calomel), bismutum subgallicum, calcium lacticum and similar products are likewise not to be listed here, as these products are exclusively used for pharmaceutical purposes, and are therefore covered by questionnaire Ch 21 "Investigation concerning the Chemical-Pharmaceutical Industry".

Re question IV A: In order to avoid duplication, pest control agents are only to be listed here if they are not already included in the investigation concerning the "Chemical-Pharmaceutical Industry" or in other investigations.

Re question V: List the total sales in 1933 and not the sales of products manufactured this year. The term "sales" also includes deliveries to other plants belonging to the firm, even if locally connected with the plant covered by this questionnaire.

The value is to be the price ex plant. The following should be taken as basis:

- a) the actual sales price as shown by the invoice after deducting discount,
- b) the market price if sold to your own plants.

When indicating the weight, all quantities are to be listed according to their stoichiometric composition (i.e. their net content without crystal water).

Re question VI: Quantities should be based on the maximum capacity of your plants and special apparatuses for a continuous 24 hour operation period.

Re question VIII: When indicating the weight, all quantities are to be listed according to their stoichiometric composition (i.e. their net content without crystal water).

List all stocks of raw materials or products which were in your plant, (including quantities already negotiated) regardless whether these quantities were your property or not.

Re questions IX and X: List the quantities used by the entire local plant units. Include also the quantities used by any affiliated branch plants which are producing pharmaceutical or other products.

Re question IX: Enter the total quantities of fuel and lubricants of all types used by your plant during 1933 in the "used"-column. Indicate not only the quantities of fuel used for power machines, industrial heating plants as well as mobile machinery and transportation, e.g. benzol locomotives, etc., but include also the quantities of fuel used for your motor vehicles, and for heating, lighting and other purposes. However, do not list quantities which were used for other purposes than

heating and power (e.g. benzol for the production of aniline). Do not list any stocks here which have been already indicated in another questionnaire.

Should there still be any points which are not clear for the filling in of the questionnaire, the Reich Office for Statistics, Office for the Collection of Industrial Data, Berlin W 15, Kurfuerstendamm 193/194, will be glad to furnish you with further information.

Notes

Ch 23

Please
quote
the
above
number
in any
corres-
pondence

Reich Office for Statistics
Bureau for the Collection of
Industrial Data.
Berlin W 15, Kurfuerstendamm
193/194

NC.

Ch 29

Return not later than 1934

INDUSTRIAL INVESTIGATION

in the manufacture of chemicals from ores, etc.,
as well as in the high grade chemicals industry.

Calendar Year 1933

Data are being collected solely for industrial purposes in order to obtain information on the position of the various branches of industry and on their importance for the German economy.

In accordance with the decree on the supply of information dated 13 July 1923 (Reich Law Gazette I p. 723,724) and with the second decree on the implementation of the law on the census of population, professions and factories 1933

/dated 6 October 1933/

.(Reich Ministerial Gazette, Vol. 61, No. 42) you are

obliged to fill in this questionnaire.

The answers will be kept strictly secret.

Upon receipt by the authorities of the completed

questionnaire, the first page will be detached by an

official specially authorized to do so. Persons process-

Do not ing the questionnaires will have access to the remain-

detach. ing pages only, in which there is no information on

The the name and location of the firm.

autho- Results will only be published after discussion with

rieties representatives of industry and will refer only to

will totals resulting from the collation of the answers of

do several firms. If a product is manufactured by one firm

that, or by a small number of firms, so that it would be

possible to draw conclusions about individual firms

from the sum totals given, the product in question will

be listed with other products.

If the questionnaire forwarded to you should not apply

to your plant, you are requested to return it blank by

return of post, stating what industry you are engaged

in.

(Sheet 2 of original - photocopy)

Fill in a separate questionnaire for each plant.

The completed questionnaire for the firm detailed below is
returned herewith.

Description of firm:

Location:

Administrative district:

(Kreis, Amtshauptmannschaft, Bezirksamt)

Professional association

Section or district:

Cadastral No. of professional association:

I (We) declare that I (we) have answered the questions
truthfully.

.....the.....1934.
(Location of firm and date)

.....
(Signature of firm)

Is the firm an Aktiengesellschaft or Kommandit-
gesellschaft auf Aktien or a G.m.b.H. or an ein-
getragene Genossenschaft or an Offene Handelsges-
ellschaft or an Einzel firma?

(Underline whichever applies)

If in calendar year 1933 the firm manufactured chemicals in
other plants in Germany, please name these plants below.

.....

(Sheet 3 of original - photocopy)

Each question is to be answered. Read the explanation attached
before answering each question.

INDUSTRIAL INVESTIGATION

on the Manufacture of Chemicals from Ores, etc.,
as well as on the High-grade Chemicals Industry.

Calendar Year 1933.

Employees, wages and salaries.

I. A. How many persons in your plant are engaged in the manufacture of chemicals from ores etc. and in the manufacture of high grade chemicals?

	End of June		End of December 1933	
	Men	Women	Men	Women
1. Employees and officials (incl. directors, plant managers etc.)				
a) administrative staff and commercial employees				
b) technical employees (incl. foremen and chargehands)				
2. Workers (incl. mates, apprentices, etc.)				

total.

B. How much (gross) did you pay in wages and salaries for those employed in the manufacture of chemicals from ores etc. and in the manufacture of high grade chemicals in 1933

..... RM

C. What was the number of ^{men} employed at the end of June 1933 *) in the following age groups?

	under 18	18-35 (excl)	35-45 (excl)	above 45	total
1. Male technical workers (incl. foremen and chief foremen)					
2. Male skilled workers (labourers)					
3. Male trained workers.					

*) Question I C does not apply to administrative and commercial staff and unskilled workers.

(Sheet 4 of original document - Photocopy)

Each question is to be answered. Read through instructions
attached before filling in answer. -----

RAW MATERIALS CONSUMPTION

II. How much raw materials obtained from elsewhere - including
plants owned by the same firm - were used in your factory
in 1933?

A. Raw materials consumption (minerals, ores etc.)

a) Minerals

1. calcium fluoride	t	11. dolomite	t
2. raschite, kernite	t	12. bauxite	t
3. other boron minerals	t	13. bleaching clay	t
4. lithium minerals	t	14. field spar and clay	t
5. limestone	t	15. powdered and granular quartz	t
6. marble limestone (Marmoralk?) and calcite	t	16. monazite sand (Monazitesand?)	t
7. barium sulphate	t	17. other minerals such as	t
8. witherite	t	. . . . .	t
9. strontianite and celestite	t	. . . . .	t
10. magnesite	t		

18. Value of minerals listed under a) RM

from abroad or through import
firms

. RM

b) ores and ore concentrates, crude metals, scrap/^{foundry,}products,
residues of chemical processes

1. arsenic ore	t	14. copper ash	t
2. crude arsenic	t	15. copper oxide	t
3. antimony ores	t	16. cuprifercus calcined pyrites	t
4. residues containing antimony	t	17. Mercury	t

Document ter Meer No. 4C4

Exhibit No.

5. oxide of antimony	t	18. tin	t
6. crude foundry zinc	t	19. tin oxide and tin ash	t
7. remelted zinc	t	20. tin stone and other tin ores	t
8. scrap zinc	t	21. lead and lead scrap	t
9. zinc waste	t	22. lead, pulverised	t
10. zinc oxide and zinc ash	t	23. lead oxide	t
11. cadmium oxide, liquid and solid residues containing cadmium	t	24. bismuth	t
12. cadmium and cadmium sulfide	t	25. bismuth ores	t
		26. chromium iron stone (Chromisenstein?)	t

This is to certify that the above is a true and accurate copy of the original document.

Nuremberg, 7 January 1948

signed: Karl Bernemann
(Karl Bernemann)
Defense Counsel
Tribunal VI.

Ch 27
1933

INSTRUCTIONS
FOR USE OF QUESTIONNAIRE ON LISTS OF
PRODUCTS IN PLASTICS INDUSTRY

The questionnaire applies to all plants in Germany (excluding the Saar area) manufacturing synthetics and plastics of any kind. Manufacture of acetylo cellulose, nitrocellulose and raw celluloid (Rohcelluloid?), of synthetic and artificial resins, are excepted, because they form the subject of special questionnaires.

This questionnaire is therefore concerned with the manufacture of phenolformaldehyde, and urea formaldehyde condensation products of all kinds, the manufacture of synthetic opals and similar lacquer foundations, of phthalic acid glycerides, of poly acryl acid esters, of polyvinyle and poly styrene synthetics, and with the manufacture of chlorinated rubber and synthetic rubber, the manufacture of galalith and of factis (cactusene manufactured from linseed oil), and the manufacture of glazed board, hard paper and vulcanised fibre.

The questionnaire extends to the manufacture of these synthetics until they have been formed into sheets, leaves, rods and tubes. The manufacture of objects and parts manufactured by dyestamping, dyecasting or pressure dye casting processes does not fall within the scope of this questionnaire.

A separate questionnaire will be completed for each factory in Germany belonging to this branch of industry. Should the number of questionnaires supplied be insufficient, additional questionnaires should be applied for. Questions should be answered in accordance with the books. Estimates are permissible only in cases where no documentary material is available.

No question must be left blank, because it might then be assumed that the question had been missed. In order to prevent unnecessary enquiries, the fact that a question does not apply to your factory should be indicated by means of a dash(-).

Ad question I. The number of employees and officials (including directors and factory managers) and workers (including chargehands, assistants, apprentices etc.) employed by your factory at the end of June and at the end of December 1933 will be given. All these should be considered as employees, who had a contract at the time stated, (including persons on leave or those absent for any other reason), whereas persons employed in a central office outside the plant should not be included.

The sum paid in wages and salaries to those persons should also be entered. Any remunerations in cash (bonuses, dividends etc.) and any other allowances (value of free board and lodging etc.) should be included in calculations of wages and salaries.

If there are other plants attached to your factory, their employees and their wages and salaries should not be included. The number of persons, and the amount of money paid to them in wages, who were employed by several firms (commercial employees, administrative staff, personnel of repair workshops, laboratories and other auxiliary establishments) should be shown in the questionnaire by percentage. Subdivision by age groups will be based on the year completed on 30 June 1933.

Trained workers are defined as those who cannot immediately be replaced by untrained labour, e.g. foremen and similar groups of workers important for production (key personnel), who require a considerable training period, of about 2 months.

Ad question II. These materials should be listed which were actually used in your plant during the year 1933 - whether you were working for your own account, or for somebody else against payment, - but not those materials of which you received supplies in the year concerned but which you did not actually use. Supplies from the Sear district should be shown under the heading " from abroad ", since they are imported into the German customs area.

The value of raw materials, semi-finished products and auxiliary products processed by the plant and supplied from outside sources should be shown free ex plant. The following should be shown under " value":

- a) sales price of materials supplied by plant belonging to the same owner
- b) the price of supplies from outside firms or from abroad appearing in the invoice. Discount if any should be subtracted from the price shown in the invoice.

In both cases freight to the plant and other expenses should be shown.

Ad question III. Under the heading " consumption of auxiliary materials and packing materials " these quantities only should be shown which must be replaced owing to wear and tear (spare supplies expended), but not total quantities of rubber, asbestos, lead, silver etc. used.

Non ferrous metals should only be shown if they were used in the form of semi-finished products - not as apparatus and parts thereof.

Ad questions IV and V. All marketable products manufactured in 1933 should be shown; not those sold in that year. Calculations of the value should be based on average net profit minus freight, discount, and packing.

Ad question VI. Total sales of 1933 should be shown, and not only sales of products manufactured in that year. Supplies to other plants belonging to the same firm should also be considered as "sales", even if they happen to be situated at the same place as the plant manufacturing synthetics.

Under "value" should be understood value ex factory. Calculations should be based on:

- a) The price actually given in the invoice minus discount,
- b) sales price or, in the case of supplies to plants owned by the same firm, price charged.

Ad question VI. Maximum production capacity practically with available attainable plant after a starting period of at the most 6 days should be shown. Calculations should be based on continuous operation (168 hour week), making allowance for usual stoppages owing to routine repair and maintenance work.

Ad question VII. All stores of raw materials and products mentioned should be listed which were in your plant on the date laid down, whether or not they were your property.

Ad question VIII. Under "consumption" total quantities of fuel and lubricants of all kinds should be entered which were used in your plant in 1933. Fuel consumption for purposes of operating vehicles, heating, lighting etc. should be given as well as fuel consumption for power plant, industrial heating plant and vehicles, e.g. benzine driven locomotives etc.

The Reich Office for Statistics, Berlin W 15, Kurfuerstendamm 193/194, will gladly supply any further information on questions relating to the filling in of the questionnaire.

No.....		No.....
Ch 27	REICH OFFICE FOR STATISTICS Office for the Collection of Industrial Data. Berlin W 15, Kurfuerstendamm 193/194	Ch 27
	Return by	
Please quote the above No. in all com- muni- cations.	COLLECTION OF DATA on synthetics production, Calendar year 1933.	

Data are being collected solely for industrial purposes in order to obtain information on the position of the various branches of industry and on their importance for the German economy.

. In accordance with the decree on the supply of infor-
. mation dated 13 July 1923 (Reich Law Gazette I p 723, 724)
. and with the second decree on the implementation of the
. law on the census of population, professions and factories
. 1933 dated 6 October 1933 (Reich Ministerial Gazette, Vol.
. 61, No. 42) you are obliged to fill in this questionnaire.
. The answers will be kept strictly secret.

Do not
detach.

The
authori-
ties
will
do
that.

. Upon receipt by the authorities of the completed
. questionnaire the first page will be detached by an
. official specially authorized to do so. Persons processing
. the questionnaires will have access to the remaining pages
. only, in which there is no information on the name and
. location of the firm.

. Results will only be published after discussion with
. representatives of industry and will refer only to totals
. resulting from the collation of the answers of several
. firms. If a product is manufactured by one firm or by a
. small number of firms, so that it could be possible to
. draw conclusions about individual firms from the sum totals
. given, the product in question will be listed with other
. products.

. If the questionnaire forwarded to you should not apply
. to your plant, you are requested to return it blank by
. return of post, stating what industry you are engaged in.

Fill in a separate questionnaire for each plant.

The completed questionnaire for the firm detailed below is
returned herewith.

Description of firm:

Location :

Administrative district:

(Kreis, Amtshauptmannschaft, Bezirksamt)

Professional association

Section or district:

Cadastral No. of professional association :

I (We) declare that I (we) have answered the questions
truthfully.

.....the.....1934.

(Location of firm and date)

.....

(Signature of firm)

Is the firm an Aktiengesellschaft or Kom-
manditgesellschaft auf Aktien or a G.m.b.H.
or an eingetragene Genossenschaft or an
Offene Handelsgesellschaft or an Einzel-
firma?

(Underline whichever applies)

If in calendar year 1933 the firm manufactured synthetics in
other plants in Germany, please name these plants below.

.....

Each question is to be answered. Read the explanation attached
before answering each question.

PRODUCTION DATA

on the Synthetic Industry

Calendar Year 1933.

Personnel, salaries and wages.

I. A. How many people do you employ in your synthetic plant?

	end of June 1933		end of December 1933	
	men	women	men	women
1. Employees and officials (incl.) directors, factory managers, etc.)				
a) executive staff and commercial employees				
b) technical workers (including charge- hands, foremen, laboratory assistants)				
2. Workers (incl. apprentices, jour- neymen, assistants)				

Total:

B. How much (gross) did you pay in wages and salaries to the
employees of your synthetic plant in 1933 (cf. instruc-
tions)RM.

C. What was the number of * men employed at the end of June
1933 in the following age groups:

*Administrative and commercial staff and unskilled workers do
not fall under question I.C.

	/under 18/	/18-35/	/35 to 45/	/over 45/	/total/
1. Male technical workers (incl. foreman, charge- hands and laboratory assistants)					
2. Male skilled workers (tradesmen)					
3. Male trained workers (cf instructions)					

(Sheet 4 of original - photocopy)

Every question is to be answered. Read the instructions
attached before answering each question.

RAW MATERIALS DESCRIPTION.

II. How much raw and auxiliary materials obtained from elsewhere
- including plants owned by the same firm - were used in your
factory in 1933?

A. Organic chemicals:

1. Pure benzene	t	24. Ethylalcohol (spirit)	t
2. Pure toluene	t	25. Ethylacetate	kg
3. Pure xylene	t	26. Formic aldehyde	kg
4. Phenol	t	27. Acetone	kg
5. Cresol	t	28. Butylalcohol	kg
6. Naphtalene	t	29. Linoleic acid	kg
7. Phthalic acid (anhydri- do)	t	30. Oxalic acid	kg
8. Cyclohexanone	t	31. Oxalic acid dimethyl ester, ordered as such	kg
9. Methylcamphor	t	32. Formic acid	kg
10. Diphenyl	t	33. Lactic acid (incl. ester)	kg
11. Benzylalcohol	t	34. Stearic acid	kg
12. High gravity petrol	t		

Document for Meier No. 405
Exhibit No.

13. Urea	t	35. Stearate of zinc and other stearates (Translator's note: assuming "Stearat" to be a misprint for "Stearat")	kg
14. Thiourea	t		
15. Other urea derivatives	t	36. Tricresyl phosphate	kg
16. Formaldehyde	t	37. Palatinols	kg
17. Paraformaldehyde	t	38. Other softeners and stabilisers	kg
18. Hexa methylene tetramine	t	39. Vinyl acetate, bought as such	kg
19. Ethylene oxide	t	40. Vinyl chloride, bought as such	kg
20. Glycol	t	41. Any others	
21. Butyleneglycol	t	.....	kg
22. Glycerine	t	.....	kg
23. Methyl alcohol (Methanol)	t		

B. Inorganic chemicals:

1. Sulphuric acid H_2SO_4	t	4. Carbonic acid, bought as such	t
2. Nitric acid% HNO_3	t	5. Chlorine	t
3. Hydrochloric acid	t	6. Sulphur chloride	t
with a H Cl content of	t	7. Sulphur	t

This is to certify that the above is a true and accurate copy
of the original document.

Munich, 7 January 1948

signed: Karl Bornemann
(Karl Bornemann)
Defense Counsel, Tribunal
No. VI.

Document ter Meer

CERTIFICATE OF TRANSLATION

11 February 1948

We, Victoria ORTON, ETO # 20129,
Phyllis RAY, ETO # 36287,
Arthur C. MACHAMARA, ETO # 20191,
Leonard J. LAWRENCE, ETO # 20138,

heroby certify that we are duly appointed translators for the
German and English languages and that the above is a true and
correct translation of the Document Book 10 ter Meer.

.....
Victoria ORTON
ETO # 20129
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Leonard J. LAWRENCE
ETO # 20138
pages 1-9, 40-52

.....
Phyllis RAY
ETO # 36287
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.....
Arthur C. MACHAMARA
ETO # 20191
pages 19 - 30.

*Case 6
Defense*

MILITARY TRIBUNAL VI
CASE VI

DOCUMENT BOOK XI
for
Dr. Fritz ter Meer

Presented by the
Defense Counsels

Dr. Erich Berndt
Karl Bornemann

Long



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408	Letter from the Office of the Technical Committee (Tec-Quero) to the plants of Sparta 2, of 8 November 1934.	8
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412	Letter from the Office of the Technical Committee, dated 25 March 1935, to the Leverkusen, Ludwigshafen, Hoechst, Welfen, Dittelsdorf Works and to Director Braus, with attached correspondence between IG and the President of the Reich Statistical Office. The letters show how IG tried to meet the requirements of the Reich Statistical Office.	27
413	Letter of 2 May 1935, from the Presi-dent of the Reich Statistical Office to IG. The letter states that it is "incon-prehensible" that particularly from IG "voluntary co-operation has not been forth-coming", and demands "clarification on this matter prior to a report to the Reich Eco-nomic Minister."	30
414	Letter of 9 May 1935 from IG to the Pre-sident of the Reich Statistical Office. "With extreme regret we must maintain our negative attitude in this case point."	33
415	Circular letter of January 1936, by the President of the Reich Statistical Of-fice, on the official production inquiry for the year 1936. "At the beginning of 1937 it is planned to carry out another official production in-quiry into the whole of German industry for the year 1936, by order of the Reich and Prussian Economic Minister."	41

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417	Letter from the "Official in charge of the Chemical Inquiry for 1936" in the Reich Statistical Office, Dr. Vogel, to the corresponding official of I.G., Dr. Richards, of 26 July 1937, in which Dr. Vogel attempts to eliminate "an indisputable mutual discrepancy", the results of which are quite injurious to the entire project.	45
418	Reply to the above letter from Dr. Richards to Dr. Vogel, dated 31 July 1937. "The enormous scope of the questions asked in the questionnaire and also the large number of counter-questions on the one hand, and the interests of the Reich Statistical Office and industry which are frequently at odds on the other hand, indicate that certain differences of opinion on the necessity and expediency of the questions raised do exist and will also continue to exist."	52
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423	Letter of 15 February 1938, from the Office of the Technical Committee to I.G. Farben, Leverkusen, Ludwigshafen, Hoechst, Wolfen-Verben, and the Vermittlungsstelle, on "allocation plans (-Delegations-) (field of tar-dyes)."	67
424	Letter of 12 March 1938, from the Vermittlungsstelle to I.G. Farben, Leverkusen, on planning projects. "The quantitative estimates for production fields affecting dyes and their by-products within the scope of the proposed total allocation (50% of the 1936 production) were left to I.G."	69
425	Letter of 26 March 1938 from the Office of the Technical Committee to the I.G. Farben, Leverkusen, Ludwigshafen, Hoechst, Wolfen-Verben and the Vermittlungsstelle. On allocation plans for the tar-dyes field.	73
426	Letter of 4 April 1938, from the Vermittlungsstelle to I.G. Farben, Leverkusen. "Since the chemical control agency has already requested speeding up of the work on several occasions, we wish to request you to fill out and send us the attached forms as soon as possible."	74
427	Letter of 31 August 1938 from the Reich and Prussian Economic Minister to I.G. Farben, Leverkusen, via Herr Neumann of the Vermittlungsstelle. "Please find enclosed five copies (2 white, 1 each yellow, blue and pink) of the mobilization instructions (sheet 1) for your above-named plant. 8 duplicate-sheets in the same colors (sheets 2-9) are attached to each copy." "The purpose of the mobilization instructions is to give each plant an exact guide for the production program to be carried out when mobilization begins."	75

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- E N D -

- V -

DOCUMENT BOOK XI

for Dr. Fritz ter Meer

I certify that all the documents
(nos. 408 - 420) contained in this
document book are true and exact
copies of the documents presented to
the court.

Munich, 24 January 1948

Karl Bornemann
Defense Counsel.

CERTIFICATE OF TRANSLATION

10 February 1948

I, John Feeberry, No. 20179, hereby certify that I
am thoroughly conversant with the English and German
languages, and that the above is a true and correct
translation of the table of contents of document book
XI for Dr. Fritz ter Meer, case VI.

John FEEBERRY, No. 20179.

DOCUMENT BOOK XI AIR MAIL No. 406
URGENT AIR MAIL No.

Reich Statistical Office
Office for Production Inquiries

4500, 8 Jan. 1934

Berlin, 15,
Kurfuerstendamm
103-104,
3 June 1934.

Subject: Production Inquiry into the
Wholesale Chemical Industry.

By order of the Reich Minister for Economics, the Reich Statistical Office will prepare a comprehensive statistical inquiry into production for the year 1933. Since there are complicated production conditions in the chemical industry the statistical structure of which is being established by means of official questionnaires for the first time, information directly from the plants will be of great value to us. We hope that a practical approach will result in a questionnaire as drawn up as to approximate to actual conditions.

It is, therefore, intended to send out the responsible officials of the Reich Statistical Office for personal interviews and for a tour of inspection at your Leverkusen works. Please notify us whether our gentlemen can visit you

on Friday, 22 June, in the forenoon.

Your approval of this time is very desirable for us, since the tour of inspection is intended to fit into a travel schedule of several days duration. Since the execution of the inquiry is to be started as soon as possible, I should appreciate an early reply.

Tentatively one representative each from the Reich Ministry for Economics and the Reich Defense Ministry will participate in the tour of inspection.

For the President

signature illegible

To:

Firm of I.G. Farbenindustrie A.G.

Herr Dager - Leverkusen

DOCUMENT BOOK XI TER LEER No.406
EXHIBIT TER LEER No.

CERTIFICATE OF TRANSLATION

10 February 1948

I, John Docherty, No.20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document book XI ter leer No.406.

John DOCHERTY, No.20179.

DOCUMENT BOOK XI THE 1933 No.407
EXHIBIT THE 1933 No.

The President
of the Reich Statistical Office

Reference: 1933/2

Berlin 7 15,
Kurfürstendamm
155/94
9 July 1934

Economic, statistical inquiries will be carried out in all branches of German industry for the calendar year 1933. Statistical information on the industrial structure of Germany and on the economic interlocking of the various branches of industry will be obtained through these inquiries. Special questionnaires have been drawn up for the most important branches of industry. In part these contain questions which are simultaneously applicable to all industries.

The inquiry will only succeed on condition that the participating plants take pains in making exact and conscientious replies. The date for the return of the questionnaires, as given below, must be strictly observed.

On the authority of the Ordinance on Mandatory Information, of 1 July 1933 (Reich Legal Gazette I, pp. 725-4) and the Second Ordinance for the Implementation of the Law on the National, Occupational and Plant Census for 1933, of 8 October 1933 (Reich Legal Gazette, 1st year, No. 42), you are obliged to complete, as scheduled, the questionnaire on the framing of which representatives of your branch of industry co-operated.

The replies of the individual plants will be kept strictly secret by the Reich Statistical Office which will receive the completed questionnaires direct. Only those persons commissioned to deal with the computations will have access to the questionnaires. Publications will only refer to total figures obtained from the co-ordination of the replies of a number of plants.

Attached to this letter are:

- a) 4 questionnaires,
- b) instructions for these questionnaires, and
- c) an envelope for the postage-free return of the completed questionnaires.

It is requested that both questionnaires be filled out. One should be kept in the plant's records in order to facilitate work in the event of queries; the other questionnaire is to be sent to the Reich Statistical Office, Office for Production Inquiries, Berlin 7 15, Kurfürstendamm 155/94, by July 1934.

DOCUMENT BOOK XI FOR LEAF No. 407
INSTRUCTIONS FOR LEAF No.

If the questionnaire we are sending you does not apply to your plant, please return it without filling it in, but indicate what products were fabricated in your plant in the year 1933. Immediate notification is also required if your plant is not eligible for the inquiry for other reasons (cessation of operations, bankruptcy, etc.). If the plant has meanwhile been transferred into other hands, or if the firm has changed in any way, please send us the new address.

Fr. Reichardt
Ministerial Director

CERTIFICATE OF TRANSLATION

10 February 1936

I, John Festery, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document book XI for Leaf, No. 407.

John FESHERY, No. 20179.

Survey plan (Erhebungsplan) for the
field of Chemistry VI

-
- Ch 1 Sulphuric acid industry
- Ch 2 Mineral oil extraction
- Ch 3 Mineral oil and lignite tar distillation
- Ch 4 Hard coal tar distillation
- Ch 5 Soda industry, hydrochloric acid and sulphate
- Ch 6 Alkali electrolysis industry
- Ch 7 Production of sodium amide, sodiazide, sodium cyanide and hardening salts, calcium cyanide.
- Ch 8 Production of "per" compounds.
- Ch 9 Production of carbon disulphide and thiocyanate compounds.
- Ch 10 Nitrogen industry including potassium nitrate and ammoniac
- Ch 11 Phosphate fertilizer industry
- Ch 12 Charcoal industry
- Ch 13 Production of activated charcoal
- Ch 14 Nitrogen of lime and carbide industry
- Ch 15 Production of acetic acid products and solvents from acetylene.
- Ch 16 Production of methanol, methanol derivatives and other solvents
- Ch 17 Liquid gas industry (Dissolved gas)
- Ch 18 Organic intermediates industry
- Ch 19 Aniline dyes industry
- Ch 20 Tanning and dyeing extracts industry
- Ch 21 Chemical-pharmaceutical industry

DOCUMENT BOOK NUMBER 407
EXHIBIT NUMBER No.

- 2 -

- Ch 22 Manufacture of drugs and medicines.
- Ch 23 Fine chemical industry and production of chemicals from coal and other basic materials, etc.
- Ch 24 Photo-chemical industry
- Ch 25 Raw celluloid and gun film industry including production of gun cotton
- Ch 26 Production of acetylcellulose and viscose cell (cellophane) and similar products.
- Ch 27 Synthetic materials industry
- Ch 28 Explosives industry
- Ch 29 Ignition products and electric ignition industry
- Ch 30 Lithopane and baryt white industry
- Ch 31 Zinc oxide industry
- Ch 32 Lead color industry
- Ch 33 Fancy color industry
- Ch 34 Mineral color industry
- Ch 35 Black color industry
- Ch 36 Carbon black industry.

- 5 -

- 3 -

Metal Industry.

- Met 1. Copper foundries and refineries
2. Lead foundries
3. Zinc foundries
4. Gold and silver refineries and also smelting of precious metal
5. Tin smelting works
6. Aluminum smelting works
7. Extraction of nickel, cobalt, manganese, chrome, silicon, arsenic, cadmium, bismuth, magnesium, cerium
8. Ferrous alloys works
9. Foundries for metallic semi-finished products
10. Rolling mills, bar and tube pressing works, drawing plants, hammer, basin, de-acidifying and fire-box plants
11. Production of hot-press paste
12. Supplementary questionnaire for works of the metallic semi-finished products industry
13. Metal moulding foundries including die castings.
14. Metal wares industry
15. Production of bronze alloys and precious metal powder
16. Plants for the production of metal coverings (Galvanization, fire process, condensation process)
17. Metal smelting works

Survey plan for the field of oils and fats
(VII)

- OF 1. Oil mills
- OF 2. Oil refining industry
- OF 3. Margarine and edible fats industry
- OF 4. Soap and detergents industry
- OF 5. Varnish industry
- OF 6. Production of printing colors and printing roller ink substance (Druckwalzenmasse)
- OF 7. Production of linoleum, waxed cloth and allied products
- OF 8. Production of stearin and stearin candles
- OF 9. Candle and wax products industry
- OF 10. Tallow melting
- OF 11. Neutral melting plants
- OF 12. Knackers' yards and installations for utilizing animal bodies
- OF 13. Bone utilization industry
- OF 14. Fish meal and cod liver oil plants
- OF 15. Production of hide glue, leather glue and Gelatine
- OF 16. Production of glues and grades of all sorts
- OF 17. Production of lubricants, auxiliary products for the textile and leather industries, other scientific oils and fats and also resin products.

Ten-Office
14 November 1934

CERTIFICATE OF TRANSLATION

10 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book XI der Heer No. 407.

John FOSBERRY,
No. 20179.

DOCUMENT BOOK XI ZEW 113 No. 408
EXHIBIT PER NUMBER No.

I.G. Farbenindustrie
Aktiengesellschaft
Zew Office
Dr. Bo/Sk.

Frankfurt on Main, 6 November
1934.

To the plants:

Ludwigshafen,	Secretariat Dir. Dr. W. Gaus
Levarkusen,	Technical Direction Department
Elberfeld,	Direction Department
Darmagon	Dr. Schieber
Uerdingen,	Direction Department
Rochet	Direction Department T
Carsthefen,	Direction Department
Koinkur,	" "
Griceheim,	" "
Offenbach,	" "
Kelfen,	" "
Bitterfelden,	" "
Rheinfelden	" "

Re.: Production survey of the Reich statistical office.

For a uniform completion of the survey demanded by the Reich, for which individual questionnaires have already been sent to the plants, the following directive has proved to be expedient for Sparte II:

The Zew Office, Frankfurt on Main, as the Central Agency for Sparte II, is responsible for handling all questions of a general nature with the Reich Statistical Office and is the collecting place for all questionnaires to be filled out by the plants. In the future, therefore, the plants will not send the questionnaires directly to the Reich Statistical Office; similarly, direct dealing, except for minor, special, technical questions, are not to take place between the plants and the Reich Statistical Office.

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DOKUMENT TER HEER No.

(page 2 of original)

In any case copies of the correspondence are to be sent to the Rec-Office.

We request that the plants, on their part, should set up plant control offices to deal with the Rec Office.

We invite one representative from each plant control office to come to Frankfurt on Wednesday, 14 instant 0930 hours in order to discuss with those gentlemen the principles according to which the questionnaires are to be answered. We ask that you do not undertake any further steps in this matter before the meeting has taken place and to bring along any questionnaires that may already have been filled out.

Rec Office

signed: Strauss

Copy to Dir. Kraus the
" " Dir. v. Heider, in building
" " Dissection Department Chem.
" " " in the building.
" " " Dync in the building.

CERTIFICATE OF TRANSLATION
=====

10 February 1948

I, John FOSHERAY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book XI ter Heer No. 408.

John FOSHERAY,
No. 20179

I.G. Farbenindustrie
Aktiengesellschaft

Frankfurt am Main
20 November 1934.

Office of the Technical Committee (Tos-Buero)
Dr. Sc/Sc.

C o n f e r e n c e

at 0930 hours on 14 November 1934 at the Office of the
Technical Committee, Frankfurt on Main, on a production
survey by the Reich Statistics Office.

Present: (Convened by Dr. Struss by letter of 6 November 1934).

Struss	Chairman	Frankfurt/Main, Tos-Buero
Koenig (part of the time)	"	"
Eichwede	"	"
Schlitt	"	"
Lamuth (part of the time)	"	"
Danckert		Gruenaburg
Kraus		"
Koch		"
Weiss		"
Krottschauer		Ludwigshafen
Thionemann		Leverkusen
Schneider		Urdingen
v. Brunnig		Hochst
Engelbarts		Griesheim
Bachmann		Itzhoer
Brandstetter		Oeffelbach
Frans		Bitterfeld
Kair		Holfen-Pa.
Kuhler		Rheinfelden
Goldberg (Sparte I)		Oppau
Dickmann (" ")		Oppau
Polas (" III)		Holfen-Film

Object of the conference was to set up general directives in
accordance with which the questionnaires received from the Reich
Statistics Office will be answered in the future. -

First of all Struss reports on the development of the matter,
and discusses his personal impressions and experiences at the
discussions with the competent authorities in Berlin

DOCUMENT BOOK IL TER LEER No. 409
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The Berlin Office of the Reich Statistics Office, which has about 300 employees at present, has received an order from its superior authority to complete a statistical survey of German industry for 1933 by Easter of 1935. As a result a large number of questionnaires will be sent to us in the coming weeks and months. - Of the projected statistical surveys the following will apply to the I.G.:

Survey for Chemistry (VI): On with questionnaires 1-36

" " the Metal Industry: Not, with questionnaires 1-17

" " Fats and Oils (VII): On with questionnaires 1-17.

but

There will probably be no survey for 1934, ^{but} an annual one from 1935 onwards.

During the course of the negotiations conducted so far in Berlin, and to a certain extent in the preliminary discussions on the form of the questionnaires, it was possible to eliminate or to ameliorate the worst difficulties and unwanted questions, so that the wishes of the Reich Statistics Office can be complied with on the whole. - The answers are to be truthfully given but along broad lines; absolute accuracy regarding the various details is neither expected nor required.

The Office of the Technical Committee will prevail upon the Reich Statistics Office to have all the inquiries and questionnaires sent to the Office of the Technical Committee. However, if the Plants themselves should

receive any questionnaires from the Reich Statistics Office directly, they are to be forwarded without fail to the Office of the Technical Committee before being dealt with.

(page 3 of original)

In connection with the

Questionnaire Ch. 5, Soda Industry, Sulphate and Hydrochloric Acid

the provisional directives set up by the Office of the Technical Committee are discussed. A copy of Questionnaire Ch. 5 was handed to those present, so that thereafter a short heading for the questions listed would suffice.

General Directives. --

I. A. Persons Employed.

As a rule not only should those persons be listed who are actually employed in the particular production plant, but the figures given should additionally include a figure for all persons employed in the particular works and not only those working in the production sections. - The only persons not to be included in this group are those employed in the Grunau-berg Division and in the Department of Pharmaceutical Sales, Leverkusen. - In the case of those works which have production

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EXHIBIT TER IZER No.

departments in Sparto (branches) I and III in addition to those in Sparto II, the former departments should also be included in the tabulated survey. Thus, on the assumption that all the production departments of the I.G. are to be affected by the procedure referred to, all persons employed by the I.G. will be covered and classified.

(page 2 of original)

The inclusion of the additional persons concerned led to the adoption, after a thorough discussion of various possibilities (such as tabulation from primary factors, etc.) of the proposal of Strass (which was supported and outlined in greater detail by Dencker) on the basis of the semi-annual personnel returns were to be used as a basis for this purpose. In a letter to the Book-keeping Departments of the different Works Dencker issues directives on how the coding and classification of the Works should be handled.

I. B. Wages and Salaries.

Here the total should be given of the salaries and wages actually paid plus the additional payments to both the persons employed in production and those to be included under the code classification.

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How these figures are to be arrived at is also to be dealt with in the circular letter of the Central Bookkeeping Department.

I. C) Age Classes.

To this end the ratio for each Works is to be computed, with the help of which the age classification in any given manufacturing group can be shown in the manner desired.

(page 3 of original)

II. A. Consumption of Raw Material.

Attention is called to the principle that, contrary to the statements in the explanations to Question II A, the trade value (selling or purchasing cost) must always be entered, and not the cost of production, or the internal accounting value.

The individual Works are to state:

- 1.) The quantities of all the products concerned:
- 2.) The values of such raw materials as are purchased from the outside. Here the purchasing costs should be given plus the freight and the internal expenses incl. delivery to the points where they are to be used; in this connection it should be noted that the normal market prices are to be

given, and not the special prices ^{as} (in the case of soda, for example).

- 2.b) The values of the internal raw materials and intermediate products which are not also products for sale, and at the trade values (market price). If difficulties arise in the determination of these trade values, the Office of the Technical Committee should be consulted.

All other internal raw materials and intermediate products, which are also products for sale, are to be returned as proceeds ex Works Gramsburg.

II. B. Auxiliary Manufacturing Materials.

These materials, which are almost exclusively taken from the technical stores, are to be returned at the ruling purchase value plus extra for storage.

(page 6 of original)

The measurements (square meters) may possibly be replaced by weights (kilograms).

II. C. Packing Material.

Same procedure as for B).

The packing materials manufactured in the Works are to be returned at the normal purchase price plus storage.

III. Production.

The different Works are only to state the quantity of production under numbers 1-23.

The total value of production under No.24 will be filled in at the Greenburg Works, and this will be the proceeds of Works.

IV. Sales.

The Works are advised to attach a special sheet for this item, in which only the quantities are entered ^{of the} products, under 1-23 delivered internally, that is, within the I.G.

At the Greenburg Works the quantity will be entered in the column, "Total", which comprise internal consumption and total sales, both domestic and foreign; the figures used in this total will be the proceeds of Works.

Under "Sales to Foreign Countries" the quantities and values will also be filled in at the Greenburg Works; likewise, the total value of sales under No.24.

(page 7 of original)

V. Production Procedure.

To be filled in by the Works.

VI. Allocation to Branches of Production.

In many cases it will be impossible to answer this question if the necessary data are lacking.

VII. Productive Capacity.

The answer to this question must be adapted to its particular formulation, and to prevailing conditions. Consideration will have to be given to whether it would be preferable to give the peak output, or, as in the case of "inorganic" production, the actually possible productive capacity. Any difficulties that may come up should be discussed among the Works before the questionnaire is filled out.

VIII. Combinations of Production Units.

Wherever the questions listed do not include the manufacturing departments of a particular Works, these departments which come under the survey of the questionnaire are to be entered under IX ("other chemical works and which"). For Chemistry (VI) it would be sufficient to state: "Ch. 1, 3, 5," etc.

IX. Stocks.

Only the supplies actually existing at the Works should

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EXHIBIT TER LER No.

be given, and not those which are in stock at external storerooms, at home or abroad.

(page 8 of original)

As dates for the inventory of stocks these may be chosen without hesitation for which we have figures available.

X. and XI.) Supplementary Questions.

Since it is optional to make returns either for a part or the whole of the Works, each Work should enter in all the questionnaires identical totals for the whole Works. The main branches of production of the particular Works should be listed here: for example, for Hoechst: the departments for dyes, chemicals, pharmaceuticals and nitrogen.

The directives should also be carefully followed in Section 1, last four lines "that such supplies of fuel should also be included which are used in the operation of motor vehicles and for heating, lighting and other purposes."

The general directives outlined above, as already mentioned on page 3, have been made up for Questionnaire Ch 5.

DOCUMENT BOOK XI TER LEER No.409
EXHIBIT TER LEER No.

"Soda Industry, Sulphate and Hydrochloric Acid"; they are to be applied in answering all questionnaires, as may be suitable in a given case.

Office of the Technical Committee

signed: v. Eichrode

DOCUMENT BOOK XI TER IZSR No. 309
EXHIBIT TER IZSR No.

I.G. FARBEINDUSTRIE
AKTIENGESELLSCHAFT

Frankfurt am Main, 11 Dec. 1934
Grüneburgplatz

Office of the Technical Committee

Dr. Es, Sr.

Technical Management,	Leverkusen
Alpha- Office	Elberfeld
Management	Verdingen
Farben Central Office	Ludwigshafen
Management I	Benscheidt
Management	Eintracht
Dr. Engelberts	Griesheim
Commercial Department	Offenbach
Works Accountancy	Wolffen
Works Accountancy	Bitterfeld
Works Accountancy	Rheinfelden
Nitrogen Management	Oppau
Sparten (Branches) Office	
Auditing Department	Wolffen Film Factory
Photographic Materials and Plastics	

Subject: Statistical Survey of Production in the Chemical
Industry.

We are sending you enclosed Supplement I to the
General Directives, which were set up pursuant to the dis-
cussion at the Office of the Technical Committee on 14 Nov.
1934 and sent to the various Works with the letter of
20 November 1934.

Office of the Technical Committee

signed: Dr. Eichrode

Enclosure.

General Directives for the Statistical
Survey of Production in the Chemical Industry.
(Supplement 1)

Supplementary to the General Directives which were set up previously (see "Conference in the Office for the Technical Committee on 14 November 34", General Directives, pages 3 - 8), the following may be said on the basis of the preliminary discussion in Berlin regarding additional questionnaires:

General:

As a rule there will be no publication of the material gathered by the Reich Statistics Office through the questionnaires; if such should be found to be desirable in some cases, a previous understanding and discussion should first take place with the industry affected under all circumstances.

Further, no information will be imparted to any of the Ministries, except the Army Ordnance Office, and only to the latter when there is special reason for such action.

The Reich Statistics Office repeatedly calls attention to the basic principle that the statistics gathered will constitute a survey of local conditions, and not of national conditions. In other words, a survey is to be made of the conditions of production prevailing at a given time, etc., at a particular Works; accordingly, it is not permissible to include in one questionnaire various manufacturing processes, or phases of processes, which are carried out in plants located in different places. Even when a plant manufactures only a single product which is covered by a certain questionnaire, this questionnaire must be filled out by the Works.

The following directives again relate to the familiar Questionnaire Ch 5 (Soda Industry, Sulphate, Hydrochloric Acid), and also apply to the other questionnaires in accordance with the conditions in a given case.

(page 2 of original)

Re: I : Personnel Questions.

With regard to personnel questions, it should be noted that the Reich Statistics Office is liberal on this point, and is satisfied with approximate figures. Special importance is laid on question 1 & 3, for the purpose of ascertaining how many skilled workers may be released from day to day. (As skilled workers are to be defined those for whose replacement a training period of at least two months is required.) For the I.G. works the number of unskilled workers might average from 10 - 15 %, with 20% as the maximum.

Re: II : Raw Materials :

The Reich Statistics Office puts great stress on accuracy in this case. However, it will also accept estimated figures (notation: "estimated"), when exact figures cannot be given for technical operating reasons. (Examples: coke as the raw material for nitrogen, gasoline and methanol). Important basic materials not asked for should be written in by hand, or summarized under "miscellaneous". Statements which would disclose production secrets need not be made: a general term (e.g., "catalysts") may be given, instead.

Re: II B: Auxiliary Materials.

Our proposal to state consumption of filter material in square meters was rejected; therefore, the estimated weight of the materials used should be given.

Particular stress is laid on the consumption of nonferrous metals. "Consumption" is to be understood here as use in general, that is, the consumption of materials appropriated

(page 3 of original)

from the stores for repairs made in the plants. Newly-installed equipment is not to be returned here, but in a special questionnaire (E 9). It will not be possible to make sharply-defined distinctions a fact which we have repeatedly impressed on the Reich Statistics Office.

Re: II C: Packing Materials:

As the result of various inquiries by representatives of works outside the I.C., the great variety of the questions to be expected under this heading will have little practical worth. For example, there are questions on a large number of containers, such as tinred and galvanized cans, aluminum vessels of various types, jute sacks with and without paper linings, paper sacks, etc.; however, only the numbers are to be given, and not the sizes and values.

Re: III: Production:

Only the quantities are to be given which are produced by the

plants covered by the questionnaire. In computing the values of the products delivered to other plants for exclusively internal use, the market value, plus delivery free to the plants, is always to be returned.

Re: VI: Distribution of sales over the Branches of Production.

Only in rare cases will a clear-cut answer to this question be possible. When it is not possible a short explanation should be given as to why no exact statements are possible.

Re: VII: Productive Capacity:

Alternative answers are to be given to this question.

(page 4 of original)

The 168-hour week (equals 7×24 hours) is always to be taken as the basis, from which however, 10 to 20% may be deducted for repairs and unforeseen stoppages, so that in practice a productive period of about 144 hours per week (6×24 hours) will be used. Further, the answer should give the productive capacity obtainable with the existing equipment.

Re: VIII: Combinations of Production Units:

Under "miscellaneous" reference analogous to "CH 1, 4, 7," etc. will suffice.

Frankfurt am Main, 11 December 1944.

Dr. Bo/Sr.

Office of the Technical Committee

signed: Dr. Eichwede

By registered mail

DOCUMENT BOOK XI TER MEER No. 409
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

9 February 1948

I, George Goodman, No. 34789, hereby certify that I
am thoroughly conversant with the English and German lan-
guages, and that the above is a true and correct translation
of document book XI ter Meer No. 409.

George GOODMAN, No. 34789.

DOCUMENT BOOK XI FOR REICH No. 410
DATE IS RE. REICH No.

Reich Statistical Office Berlin W 15 Kurfürstendamm
Box 4. VII 193-194
Industrial Production Statistics 11 December 1934
4983/ Stat 2/85
(Rubber stamp):
Office of the Technical Director Leverkusen
14 December 1934

Subject: Production survey for the cement industry;
calendar year 1933.

It has been established by this agency that your
cement factory was idle in 1933. Inasmuch as the
production survey of the Reich Statistical Office
made at the request of the Reich Minister for Economics
for 1933 is to incorporate the most conclusive in-
formation possible for unmotivated cement factories
also, you are requested to answer the questions in
the attached questionnaire and to return it at the
earliest possible date if the installations are
being kept in such a condition that they are fit
for use.

Enclosed you will find a postage free envelope
for returning the questionnaire.

(Signed): Dr. Weiss

CERTIFICATE OF TRANSLATION

10 February 1945

I, John FOSBERRY, No. 20179, hereby certify that I am
thoroughly conversant with the English and German
languages, and that the above is a true and correct
translation of Document Book XI for Reich No. 410.

John FOSBERRY,
No. 20179.

DOCUMENT NO. 411
INT. IN. 1. 33. 9.....

Reichsfachschaft (Reich professional association)
of the pharmaceutical industry a.V.
(registered association)
Berlin 35, No. 27 Potsdamer Strasse

Tel. 3 2 Quatsch 0533, 0145,
0146
Bank account: Dresdner Bank
Deposit Bank No. 51
Berlin 35
Postal check account: Berlin
71204

14 February 1935 Dr. Sch/Th.

Circular Letter No. 24/35

Production survey in the pharmaceutical industry.

Early this month the Reich Statistical Office dispatched a questionnaire to firms of the pharmaceutical industry relative to the compilation of production data for the pharmaceutical industry. Depending upon the type of the business the firms were sent either questionnaire Ch 21 or Ch 22.

Should any firm have received both questionnaires, it is advisable to write directly to the Reich Statistical Office for information as to which of the two questionnaires should be filled out, as only one questionnaire to be filled out by each firm in order to avoid duplication in counting.

Here and there doubts have arisen as to whether firms are compelled to supply the information which has been requested. This question is to be answered in the affirmative. The obligation to fill out the questionnaire is based on the Ordinance on Mandatory Information, dated 13 July 1923 (Reich Legal Gazette I, pp. 723/24) and the Second Ordinance for the implementation of the Law of 6 October 1933 (Reich Legal Gazette, first part, No. 42) on population, professional and plant census for 1935.

In part the questions covered by the questionnaire concern more or less definite business secrets of the firm which is asked to answer the questions. The Reich Statistical Office fully guarantees that the information given will be treated as confidential. Due to the fact that the Reich Statistical Office tears off the first page of the questionnaire after it has been returned with the information, an assurance is provided that the individual processing officials can not recognize to which firm the information applies.

With German salutation!
Reichsfachschaft der pharmazeutischen Industrie
the Business Manager (Signed): Dr. Schaub a.V.

DOCUMENT BOOK XI FOR HEAR No. 411
SENT IT FOR HEAR No.....

CERTIFICATE OF TRANSLATION

10 February 1948

I, John POSTER, No. 20179, hereby certify that
I am thoroughly conversant with the English and
German languages, and that the above is a true and
correct translation of Document Book XI for Hear
No. 411.

John POSTER,
No. 20179.

DOCUMENT NO. XI 12.1 No. 412
Schriftl. Nr. 10.....

T. A. P. 12.1
12.1 12.1 12.1

Tee-Buro (office of the
technical committee)
Dr. 12/12

To the Plants at

Leverkuesen, technical directors
Ludwigshafen, office of Central Dyestuffs Dept.
Rochester, directors' department I
Wolff, plant bookkeeping
Bitterfeld, plant bookkeeping
director Ernst - in this building

Subject: Production survey for the year of 1933

Enclosed you will find copies of a letter from the
Reich Statistical Office dated 20th of this month and
of our reply of even date (enclosures I and II). In
order to secure continued, frictionless cooperation
with the Reich Statistical Office and inasmuch as the
work done in recent weeks on the balance sheets should
be more or less completed, we urge all offices
concerned to speed up the completion of such question-
naires as have not yet been dealt with and to advise
us, by the end of next week of the date by which we may
have the outstanding questionnaires in our hands so that
we may inform the Reich Statistical Office accordingly.

As to the question of catalysts we are enclosing,
for your information, a copy of our letter of the 13th
instant to the Reich Statistical Office as enclosure
III. The reply of the Reich Statistical Office to our
letter of today will be sent to you without delay.

(continuation of original)

It is requested that, to the extent that their cooperation is needed for the questionnaires outstanding, the small plants be likewise informed of the contents of this letter.

For Bureau

(Signed): Dr. Richwood

Enclosures.

DOCUMENT 2032 XI 21. No. 412
RIT IS THE 17th 183/154

U R R

Enclosure I

The President
of the Reich Statistical Office Berlin 15, 20 March 1939
8350 Ch/20 March 1939
Karlstrasse 183/154

To I.G. Farbenindustrie Akt.Ges.
Office of the Technical Committee
(Des Extra)
Frankfurt am Main

Subject: Official production survey.

Thanks to the intelligent cooperation readily offered by the industries involved, the Reich Statistical Office has been able to make sufficient progress in its work on the normalization of production data so that, by end 1, p. 6, it will be possible to complete the work by the end of this month, as the work is moved by the minister.

As regards the specifications to be made for the chemical industry according to Ch. 21, Ch. 22 and Ch. 23 it is, for reasons already known to you and us, hardly possible to terminate the work by the deadline date as this office has also taken on examination of the sheets. Unfortunately, however, for other fields of the chemical industry also the work is being held up because, from your firm in particular, numerous questionnaires are still outstanding. This involves particularly the information sought in Ch 6 and Ch 16 for which the replies were to be received by the middle of January. From all other firms of this branch of the industry the respective questionnaires were submitted without a considerable delay. In order not to jeopardize the execution of the program as well as for reasons of fairness, a further delay can at this time and after a two-month delay not be tolerated. At the same time I also wish to point out that for Ch 18 and 19 the timely termination of work is also dependent upon the receipt of I.G. Farbenindustrie's questionnaires. In this instance likewise the questionnaires are five weeks overdue.

As regards the completion of sheets Ch 23, the following facts must be called to your attention: On 30 January the blanks for the information sought were submitted to you, to us, as well as to the Office of the Technical Committee. Unfortunately the attachment to the questionnaires of the pertinent explanatory remarks was overlooked by this office. However, not until 19 February or almost three weeks later, did you bring this omission to our attention, advising us at the same time that you had not yet sent on the questionnaires to the respective plants and that you would not do so until the explanations had been received.

- 2 -

It is my hope that, notwithstanding the fact that there was a delay in mailing the forms on to the participating works, the work had already been initiated through the earlier date on the basis of corrected forms and of the knowledge which your officials had brought with them from discussions in Berlin.

In your letter of 13 March you indicate one of the basic aspects of the survey on production which I should like to clarify once again. In the present instance the Reich Government demands information principally on such matters as the industry is perfectly justified in keeping secret in other circumstances. Also the present task makes allowances for this desire as far as strictly technical problems are involved because, for the tasks with which you are familiar and which make this survey necessary, it is the technical aspect of production processes which forms the focal point of interest. However, when compiling the questionnaire a request for details of the materials was not made when over the firms considered the disclosure of the name of the plant undesirable. Taking such circumstances into consideration I gave instructions to provide a blank space, instead of prescribed questions, which would allow the firms to make their report in writing. As regards the catalysts which had been used, further concession was made in some instances in that only their content of important elements was requested. The fact that we refrained from asking for information on the respective composition may, in special cases, have a detrimental effect on the survey; however, this sacrifice was prompted by the desire to respect the wishes of industry. It is not possible, however, to omit the request for information on the main elements of the catalyst, especially certain types of non-ferrous metals are involved. That which, for your work you may rightfully term "relatively small" quantities may not prove of decisive importance, for the purposes of special investigations. In order to restrict myself to the lowest minimum verifiable I ask, therefore, that, for the individual questionnaires, the non-ferrous metals which form the content be broken down according to separate types of metals so that you would not have to specify the actual quantities of the substances, nor their composition.

I wish to express my hope that, for the works with which German production statistics are linked in 1933, also in this respect your firm will not refrain from cooperating intelligently, and I should like to stress particularly that

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JULY 15, 1944

- 3 -

in other cases involving similar considerations other firms have already supplied the desired information.

In the interests of further planning which is necessary for the final phases of the work I should be grateful for an early report from you as to the date when the outstanding chemical questionnaires can be expected.

In Vertretung

(Signed): Dr. Leiss:

- 31 -

I.G. Farbenindustrie
Aktiengesellschaft

Frankfurt/Main, 25 March 1935

For Office (Office of the
Technical Committee)
Dr. Sa/Sk

To the President
of the Reich Statistical Office
attention of Director Leise,

Berlin W 15
Kurfürstendamm 193/194

Sir:

We acknowledge the receipt of your letter of the
20th inst. and wish to offer below our comments on the
basic questions of it:

First, with regard to the fact that schedules were
not adhered to, we must once again refer to the objections
which our officials voiced on the subject of meeting
the proposed deadline dates during preliminary discussions,
and also we wish to refer to reservations which we have
repeatedly made in writing. As regards your reproach
that numerous questionnaires are overdue from our firm
while from all other firms concerned the respective
questionnaires have been submitted without appreciable
delay, we believe it is in order for us to indicate the
fact that, for I.G., conditions are entirely different from
those which apply for all other firms of the same branch
of industry. The great number of our own plants, the inter-
locking and overlapping of the various plants, and the
manifold sub-divisions of the plants within the work shops

(page 1 of original, cont'd)

themselves frequently make days and weeks of preparatory work necessary before it is possible to correlate the facts and answer the questions and subdivisions presented in the questionnaire. Conditions which apply to Frankfurt as regards the evaluation

(page 2 of original)

of the products and of the groups, apply in approximately the same way for the figures which plants are expected to supply on personnel strength and on an evaluation of materials. It must also be considered that the work can only be done by trained and highly reliable personnel in addition to the current work; also that the data for the survey are needed at a time when the annual balance sheets are being prepared, that is at a time when our personnel is working under extreme pressure, especially in the book-keeping departments, costing offices and statistical departments. Our officials also indicated these facts repeatedly during preliminary discussions. Consequently, we should also like to ask today that these conditions be taken into consideration and that the technical and organizational difficulties be also brought to the attention of the interested ministries. We again gladly assure you that we shall continue our endeavors to cooperate in the work with all the means at our disposal, to speed up the work and to comply with all the requests justly made by the Reich Statistical Office;

DOCUMENT BOOK XI PER MEER No. 412
EXHIBIT PER MEER No.

(page 2 of original, cont'd)

on the other hand, we must also stress explicitly that we can only assume responsibility for the figures and values provided we are allowed adequate time for the work, with due consideration for the special conditions which prevail.

On individual questionnaires which you mentioned we wish to state the following:

Ch. 18, 19, 21 and 23.

In order to fill out these questionnaires our works first of all we require and list the number of individual products; on this they have already been working for weeks. So far the information is available only for Ch 18 and 19, and from two small plants also for Ch 23 as they deal with only a few products. To complete these sheets - as well as the sheets for Ch 21 will probably require a few more weeks in any case.

Questionnaire Ch 22 does not apply for I.G.

(page 3 of original)

Ch 6.

The questionnaires are ready, with the exception of one, and they will certainly be in your hands by the end of the week.

Ch 16.

In this case also we merely lack the figures for evaluation for one sheet so that it will also be possible to send out this sheet by the end of the week.

DOCUMENT BOOK XI GER MESS No.412
EXHIBIT GER MESS No.

With reference to your remarks on page 2), par. 2, in respect of Sheet Ch 23, we should like to state the following:

The forms which the Reich Statistical Office sent to us on 31 January 1937 reached us on 5 February. Before it was possible to make a distribution among the works we had to find out how many questionnaires were to go to individual works - according to the new breakdown in the accompanying letter. - The last answer which we received to our circular request for information reached us on 16 February, a Saturday. As our offices are closed on Saturdays, the answer could not be attended to before Monday. The distribution of the questionnaires to the works was done on 21 February, immediately upon receipt of the explanations requested from the Reich Statistical Office on 19 February. We agree that the lack of explanatory data had also delayed our selection and that probably this resulted in a delay of several days. It is not thought, however, that this delay had any appreciable bearing on the delay in processing the questionnaires as it is impossible to process this sheet before all other sheets have been completed, as in its final form as compiled by the Reich Statistical Office, it covers a great variety of aspects.

Finally, we wish to thank you very much for detailed comments on our letter of the 13th inst. and for your expression of opinion on the fundamental aspects of the question. Notwithstanding our desire to give ample consideration to the purposes of the statistical production survey, we regret

(pages 3 and 4 of ori incl)

that, for the reasons reportedly expressed verbally in preliminary discussions in Berlin and also stated in our letter of the 13th inst., we must reject the suggestion which you made in the penultimate paragraph of No 3 of your letter.

C We renew our request that you should accept our proposal set forth in the first sentence of our letter of 13 February, according to which we expressed to the Reich Statistical Office our willingness to provide a compilation of materials required for catalysts (non-ferrous metals segregated according to metals) for the I.G. Farbenindustrie works as a whole. We shall be glad to have your reply on that question.

C We have instructed our works to advise us immediately of the date by which outstanding questionnaires can reach the Office of the Technical Committee. As soon as that information has been received we, in turn, shall advise you of the date when final completion can be expected.

C If a personal discussion should be deemed preferable, our Dr. Schaefer will gladly come to Berlin for that purpose. In that case, kindly advise us when this visit would be suitable to you.

I.G. Farbenindustrie Aktiengesellschaft

(signed) (2 signatures)

DOCUMENT BOOK XI TER 15 R No.412
EXHIBIT 15R 153R No.

CCBY

Enclosure III

I.G. Farbenindustrie
Aktien-Gesellschaft

Frankfurt a.M. 15 March 1935

Re: Office
Dr. No/82

Reich Statistical Office
Office for Production Surveys

B e r l i n 7 15

Subject: Production Survey for 1933

In recent weeks various queries on the questionnaires which were filled out by us have reached us, which prompts us to take up a subject which was reportedly brought up by our officials during preliminary discussions in December of last year. The matter involves a more detailed break-down of catalysts used in manufacturing processes. Our works have most serious objections to furnishing information on this subject which is more exact than that found in the individual questionnaires, such as Ch 15 and Ch 16 for example, because in many instances manufacturing secrets are involved which must be protected in all circumstances.

Since it is true, - as was reportedly expressed by two officials of the Reich Statistical Office - that the present production survey is made for statistical purposes and that the data collected are not to be used as a basis for possible control of materials, it is felt that a detailed listing of materials for catalysts - involving quantities which are relatively small - can not, in any case, be of appreciable importance for the over-all survey. We, therefore, most emphatically reiterate our request that you waive your demand for detailed information in this respect.

Should our assumption prove wrong, however, and if the production survey is intended to yield certain information for the annual requirements - especially as far as foreign raw materials are concerned - we are prepared to supply a statement for the whole of I.G. of the most important raw materials for the catalyst group after the completion of the production survey for 1933.

I.G. Farbenindustrie Akt.Ges.
signed Dr. Struss
signed Keonig (retiring)

CERTIFICATE OF TRANSLATION

10 February 1946

I, John FOSBERRY, No.20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of DOCUMENT BOOK XI TER 15R No.412.

John FOSBERRY
No.20179

C O P Y

The President of the
Reich Statistical Office

Berlin 7 15, 2 May 1935
Kurfuerstendamm 193-4

9350/ 2 May 1935.

Subject: Official Production Inquiries.

In reply to my letter of 20 March, in which detailed information shows the framework in which a statistical report of contact substances with a non-ferrous metal content is indispensable, I received a negative answer in your letter of 25 March.

Your suggestion of quoting a round figure for the catalyst requirements of I.G. Farbenindustrie A.G. is inadequate for the purpose which this inquiry is to serve. It is precisely the purpose of the production statistics for 1933 to report the use of catalysts in the individual branches of industry the importance of which varies greatly in certain connections and at certain times.

With the exception of I.G. Farbenindustrie A.G., all firms have submitted the reports in the desired form.

The official production statistics through which extensive insight into the production conditions of German industry has previously been gained for the information of the Reich Government, stands and falls on the principle of unconditional maintenance of secrecy on the part of the official agencies. The exact grounds for the voluntary co-operation of your firm not being obtained precisely in the question of contact materials is, hence, beyond comprehension. Therefore, I should be grateful for clarification from you on this matter before reporting to the Reich Minister for Economics.

In Vertretung

(Signed): Dr. Leiser.

To the

Firm I.G. Farbenindustrie A.G.

Office of the Technical Committee (T.A.-Bureau)
in Frankfurt a. Main, 20.
Gruenburgerplatz.

DOCUMENT BOOK XI TER MEER No. 413
EXHIBIT TER MEER No.....

CERTIFICATE OF TRANSLATION

10 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book XI ter Meer No. 413.

John FOSBERRY,
No. 20179.

C O P Y.

To the President
of the Reich Statistical Office
Attn: Direktor Dr. Leisse.
B e r l i n W. 15

Subject: Official Production Inquiries.

We acknowledge receipt of your letter of 2 May 1935, in which you reply to the comments in our letter of 25 March 1935, in the question of reporting on contact materials with a non-ferrous metal content.

We very much regret that we must maintain our negative attitude on this one point and take the liberty of again defending our attitude below, with reference to our earlier verbal and written explanations.

The question of catalysts plays such a critical role in a number of chemical processes, that with it the very possibility of production, as well as the economic practicability of production stands and falls. Research work lasting many years is often required to gather the necessary data for this purpose. The strictest maintenance of secrecy with regard to these projects is a prescribed regulation in our own plants and works.

We beg to assure the Reich Statistical Office that the unconditional maintenance of secrecy on the part of the Reich Statistical Office on the information submitted by the industry, is a matter which goes without saying as far as we are concerned. We know of the dangers, from our experience, in a degree which is uncontrollable even with the greatest amount of care, particularly abroad, and therefore we consider it imperative to keep the number of written records of any kind pertaining to important processes and other procedures, to absolute minimum. Without being able to make definite accusations against any particular individual, information may be sacrificed, through the slightest case of carelessness; the publication of which may have most dire consequences not only for I.G., but for the entire German industry.

- 2 -

(Copy)

To the President of the Reich Statistical Office,
Berlin.

We believe that our explanations here will meet with full understanding on the part of the Reich Statistical Office and also the Reich Minister for Economics and, therefore, we again ask that our attitude to the principle of the matter be recognized.

We assure you that we will consider most carefully any enquiries made in this by the Reich Statistical Office, as each case may arise, and in special cases we should also be prepared to give verbal explanations of our activities, for which written records should be avoided at all costs.

I.G. FARBEN-INDUSTRIE-ANTISUBVERSIVISCHES GESELLSCHAFT

(Signed): Dr. Ter Meer (Signed): Dr. Struss

Frankfurt a. M.
9 May 1935
Dr. EA/Sk.
Office of the Technical Committee (Tec-Buero).

CERTIFICATE OF TRANSLATION

10 February 1948

I, John POSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Book XI Ter Meer No. 414.

John POSBERRY,
No. 20179.

DOCUMENT BOOK XI TER MEER No.415
EXHIBIT TER MEER No.....

The President of the
Reich Statistical Office

Berlin, January 1936

9010

Subject: Official Production Inquiry for the Year 1936.

At the beginning of 1937 it is proposed to carry out another official production inquiry throughout the whole of German industry for the year 1936, by order of the Reich and Prussian Economic Minister.

The questionnaire will contain, in particular, questions on the quantity consumption of all raw materials, auxiliary materials, and fuels, broken down according to foreign and domestic origin, also questions on the quantities and value of individual products according to domestic and foreign deliveries, and on the supplies on hand of raw and auxiliary materials plus fuels at the beginning and at the end of the calendar year.

For the predominant number of industrial plants for which these facts have already been compiled by means of the production inquiry for 1935, the questionnaires for 1936 will correspond substantially in their scope and arrangement to those for 1935. However, for those plants which received the abridged "General questionnaire" for 1935, the questions enumerated above will be added.

In order to facilitate your completion of the questionnaire, which is required of you by law, and in order to avoid time-consuming discussions, you are being warned now of this production inquiry;

- 2 -

you are also requested to reorient your plant book-keeping in advance to meet the requirements of this inquiry and to maintain exact records, during 1936, of all the above listed facts.

If your plant is one of those for whom these facts were already compiled by virtue of the questionnaire for 1933, the second copy of this questionnaire which was sent to you at that time for your files may serve as a detailed guide for the scope and arrangement of the required records.

(Signed): Dr. Reichardt
Ministerialdirektor

I hereby certify that the above document is a true and exact copy of the photo-copy in my possession of the original in the files of I.G.

Munich, 16 January 1948

(Signed): Bornemann
Karl Bornemann
Defense Counsel before the
Military Tribunal VI

CERTIFICATE OF TRANSLATION

10 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book XI ter Meer No. 415.

John FOSBERRY,
No. 20179.

I.G. Farbenindustrie
Aktien-Gesellschaft

Frankfurt a.M., 10 February 1937

(Office of the Technical Committee (Tech-Buero)
Dr. Do/Sk.

C O P Y

Registered.

To the
Reich Statistical Office
Office for Production Inquiries
Attn: Direktor Dr. Leising.

I n f o r m a t i o n
U n t e r n e h m e n 80-85

Subject: Production Inquiries, 1936 - Catalysts.

Now that the greater part of the report excerpts are in our hands and we are able to draw from them a picture of the nature of the questions asked, we take the liberty of referring again to your letter of 12 December 1936, in elaboration of our brief comment in the second part of our letter of 22 December 1936.

We have closely re-examined the question of naming the catalysts and the correspondence in this subject between you and ourselves, and have convinced ourselves that we must uphold, substantively unchanged, our comments as made in our letter of 29 March 1935 and 9 May 1935. Of course, we shall be prepared at all times to submit the desired reports on catalysts used for any given processes if such catalysts are known in technical literature and have been used by us in the form described in such literature; in particular, ^{we are} also prepared to reply to the special questions contained in the questionnaires, QH 10, QH 15, QH 16, and QH 18, insofar as these questions relate to the quantities of basic metals or metallic compounds, in general which were used.

- 2 -

the questions on total value and foreign value can also be answered without hesitation. We must, however, make certain reservations for the reasons we have repeatedly given, if the questions pertain to definite, specific compounds or if the questions asked would give a clue as to which specific manufacturing process involved the use of the products listed. On the other hand, we are most willing, as for 1933, to give you a statement on the total of the catalyze used in the I.G. Farbenindustrie A.G., relative to basic metals, after the completion of the production inquiry for 1936.

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

(Signed): Dr. Straus A.V. Hoenig

I hereby certify that the above document is a true and correct copy of the photocopy in my possession of the original.

Munster, 21 January 1948.

(Signed): Kornemann
Karl Kornemann
Defence Counsel before
Military Tribunal VI.

CERTIFICATE OF TRANSLATION

16 February 1948

I, John POSNER, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book XI ter Meer No. 416.

John POSNER,
No. 20179.

- 44 -

Reich Statistical Office
 Dept. VII Industrial Production Statistics
 9350/ 28 July 1937

In reply, please refer to above file number.

Berlin G 2, Klosterstrasse, 80-85.
28 July 1937

To: Firm:
I.G. Farbenindustrie Aktiengesellschaft
Office of the Technical Committee
Attn: Dr. Eichrode.

Prin K. Kurt (12 in) 20
Gründerplatz

Dear Doctor Ricardo:

I wish to seek a satisfactory solution, through personal discussion with you, of a matter which has troubled us in a way as the person responsible for the chemical inquiry for 1936, and which, on the other hand similarly affects you as the "chief supplier" of completed questionnaires for I.G. Farbenindustrie. May I refer here to previous statements made both by Dr. Struss and yourself, to the effect that the execution of the inquiry must be pursued, with your necessarily fairly extensive efforts and help, on the basis of mutual confidence which alone can assure wholesome co-operation and co-operation which will provide success for our project.

In raising this question today, I do so with the feeling that this

- 2 -

co-operation has left much to be desired in the past.
Perhaps I say

(p. 2 of original)

mention quite openly, in the hope that such openness
will ease the situation, the sore point which under-
lies the indisputable mutual disharmony of the recent
past, and the complex of which are extremely in-
jurious to the whole project and surely as undesirable
to yourselves as they are to us: namely, our inquiries.

Unfortunately, it has also become necessary to direct
queries to you, for an unexpectedly large scale, for
the inquiry of 1936, which can at best be attributed
to the carelessness of the whole subject. Our
questions arise from an investigation of the question-
naire, whose significance and meaning are resolved
from the information familiar to you and from the
purpose of the reduction inquiry, and hence can only
be understood in the light of these over-all views.

- 3 -

(continuation of page 2 of original)

In accordance with our assurance, in every instance it is not at all our desire to probe into the production secrets of your plants. Nevertheless, our replies have frequently been answered by your office and also by other relevant I.G. agencies in a manner which cannot satisfy us and hence must result in renewed queries on our part.

That it occurs that our questions, which ordinarily contain a certain assumption or express a certain presumption, are simply answered with the assertion

(page 4 of original)

Reich Statistical Office

Dept. VII Industrial Production Statistics.

3550/ 26 July 1937.

In reply, also give above file number.

Berlin O 2 Klosterstrasse 90-85

26 July 1937

Sheet 2

that this assumption or expressed presumption is not applied to. With such a

- 47 -

- 4 -

reply, or have naturally not received really sufficient and positive clarification of the doubtful question concerned, which after all was the purpose of the question in the first place. In other instances, it occurred that, in the initial reply to our question on certain doubtful points, the original information in the questionnaire was confirmed, although this could not be applicable in our circumstances. This actually also happened in answer to our stated-indeed in some instances off repeated - inquiries.

It is obvious that such - obtained results, on the one hand, in consideration which is hard to accept in view of the urgency of our work, and in a certain lack of harmony on the other hand.

I wish to take this opportunity to bring up the following matters:

The inquiries Ch 15 and Ch 16 showed that, in the question on the consumption of current and fuels, the English station works did not break down the distribution as requested for individual inquiries. In our letter 9566 of 16/18 of 23 July, we have already observed that the non-completion of these questions

- 5 -

(page 4 of original)

contradicts our statements at the various preparatory discussions. Out of consideration for the points raised by you and the plants, we did not request a distribution of the consumption of electric current and fuels for all questionnaires. Yet, particularly in our 1st discussion in Bitterfeld, we reached complete agreement with you, to the end that this distribution in the inquiries pertaining to organic and inorganic chemical products was both necessary and practicable.

While replies were properly given by almost every I.G. plant in the questionnaires which contained the questions raised, it was only the Ludwigshafen Works - in individual inquiries a second or third plant as well -, which failed to give such replies. These last instances, which were disclosed during a more exact review of the matter and which we are bringing to your attention in the enclosure, may be attributed, in our opinion, to a chance oversight. On the other hand, a basically false interpretation may prevail at the Ludwigshafen Works, particularly as the reasoning, which you are sent with regard to the Ludwigshafen Works, namely, that it has a general central boiler installation, is also applicable to Leverkusen, Hoechst, Bitterfeld and to all other major I.G. plants as well.

- 6 -

(Page 5 of original)

Reich Statistical Office

Dept. VII Industrial Production Statistics

9350/ 28 July 1937 Berlin, 28 July 1937

Sheet 3

I should be grateful if you would instruct
Ludwigshafen and any other plants concerned in
this matter, to submit to me the necessary distri-
butions, whatever they may be.

I am, perhaps, anxious that my letter
will contribute to co-operation between us with as
little friction as possible, and also to the
attainment, above all, of the change in attitude
which I suggest, in ^{respect} of the handling, and han-
dling, of queries. I believe that the matter in
hand and also all other who may be personally
concerned would be best served by such action.

I should be grateful if you would forward
my suggestions to the Director of the Department and to the
Director of the Department.

With "Heil Hitler" and best regards,

I am

Yours sincerely

(Signed): Dr. Vogel.

- 50 -

DOCUMENTS BOOK XI (Vol. 41)
SERIAL 17 (Vol. 41) No.

- 7 -

Reich Statistical Office
Department VII
Industrial Production Statistics

Enclosure to letter of 28 July 1937

Ch 10 - 1 Bismarck
27 Ludwigshafen
15 Bitterfeld
Ch 23 50 Bitterfeld
63 Ludwigshafen
50 Gersheim
Ch 15 5 Ludwigshafen
2 Gersheim
Ch 16 10 Ludwigshafen

CERTIFICATE OF TRANSLATION

10 February 1948

I, John FOSBURY, No. 20179, hereby certify that
I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of Document Book XI (Vol. 41)
No. 413.

John FOSBURY,
No. 20179.

- 51 -

DOCUMENT BOOK XI TER MEER No.418
EXHIBIT TER MEER No.

Statistical Reich Office
To the attention of Herr Government
Councillor Dr.Vogel,

B e r l i n C 2
Klosterstr.80-85

Office of the Technical Committee
Dr.Richwede/Sk. 31 July 1937.

Dear Dr.Vogel,

Just as I was going on holiday I received your letter addressed to me personally, and would like to thank you for your endeavors to bridge or at least to ease certain differences by mutual understanding.- I discussed your letter at length with Dr.Struss and like to assure you once again, also on his behalf, that nothing is further from our minds than to hinder you in your difficult and responsible task. - However, the enormous volume of the queries in the questionnaire and the great number of inquiries, on the one hand, and the fact that the interest of the Statistical Reich Office and of the industry do not always coincide, on the other, lead to the creation of differences in opinion concerning the necessity and usefulness of the questions involved which will moreover, continue to exist. - May we ask you, therefore, to accept and judge a certain reserve in our replies in some cases in this light. Herr Dr.Struss has asked me to tell you that during my absence he himself will decide upon the reply to somewhat doubtful queries.

- 2 -

No doubt you will forgive me if I do not go into individual questions to-day; I am sure that the general meeting planned for the autumn will help greatly in the elimination of difficulties which might still exist.

(Page 2 of original)

Office of the Technical Committee
Dr.Eichwede/Sk 31.7.37 2

In compliance with your request I shall forward your letter to the major works of our group, i.e. to the Nitrogen-management in Oppau and the Auditing Department of the Wolfen Filmsector. I trust, as you do, that future cooperation between the Statistical Reich Office and the various groups of the I.G.Farbenindustrie may be as frictionless as possible.

With "Heil Hitler" and kind regards
Yours sincerely

Stamp: signed Dr.Eichwede

I hereby certify that the above is a true and literal copy of the photostat copy of the original document submitted to me.

Nuremberg, 21 January 1948.

CERTIFICATE OF TRANSLATION

9 February 1948

I, George GOODMAN, No.34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of DOCUMENT BOOK XI TER MEER No.418

George GOODMAN
No.34789

DOCUMENT BOOK XI TER MEER No.419
EXHIBIT TER MEER No.

I.G.FARBENINDUSTRIE
AKTIENGESellschaft

Frankfurt a.M. 15 August
1938

Office of the Technical
Committee Section F
Dr. Eichwede/Sk

Stamp: Directorate-Department
Leverkusen
16 August 1938

To the plants:

Ludwigshafen	TD Office
Leverkusen	Directorate Department
Dormagen	via Leverkusen
Elberfeld	TD Office
Urdingen	Directorate Department
Hoechst	Directorate Department T
Gerethofen	via Hoechst
Mainkar	Directorate Department
Griesheim	Herrn Dr. Engelberts
Offenbach	Business Department
Wolffen-Parben	Works Accountancy
Dachritz	via Wolffen-Parben
Bitterfeld	Directorate Secretary's Office
Rheinfelden	Works Accountancy
Schlupen	Building supervision
Also to	
Oppau	Directorate Office of Sports I
Sports III	
Wolffen-Film	Auditing Department
	Photographic materials and
	Plastics.

Enclosed we are sending you/copy of a communication of the "Reich Office for Military Economic Planning" (former Statistical Reich Office Dept VII) for your information.

The results of the "extension of the working sphere" cannot be foreseen right now, we shall keep the works posted directly we receive farther communications ourselves. But even to-day we would point out that the correspondence and the negotiations with the new Reich Office as an independent authority will, as before, be exclusively dealt with by the Office of the Technical Committee as far as the activities of the Sports II are concerned.

DOCUMENT BOOK XI TER MEER No.419
EXHIBIT TER MEER No.

- 2 -

Any questionnaires or inquiries sent direct to the
works should be sent to us for our opinion, as in the
past, before they are dealt with.

Enclosure

Office of the Technical Committee
signed Dr. Richwede

I hereby certify that the above document is a
true and literal copy of the photostat copy of the
original document submitted to me.

Nuremberg, 21 January 1948

signed Bornemann
Defense Counsel at the
Military Tribunal No. VI

C o p y

Reich Office
for
Military Economic Planning

Berlin, August 1938

9000

The former Department VII of the Statistical Reich Office/virtue of an extension of its sphere of work has been converted into an independent authority with the title of "Reich Office for Military Economic Planning". The "Industrial Production Statistics" formerly prepared by the Department VII remain the task of the new authority.

The address reads: Reich Office for Military Economic Planning
Berlin C 2, Klosterstr.80-85
Telephone : 52 53 61

Sealed documents should be addressed "to the attention of Director Dr. Loizee or his office deputy.

signed: Dr. Loizee

I hereby certify that the above document is a true and literal copy of the photostat copy of the submitted to me.

Nuremberg, 21 January 1948

signed Bornemann

Karl Bornemann(Defense Counsel)

CERTIFICATE OF TRANSLATION

9 February 1948 .

I, George GOODMAN, No.34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of DOCUMENT BOOK XI TER MEER No.419

George GOODMAN
No.34789

The Provincial Governor
(Regierungspräsident)
Field Office of the
Reich- and Prussian Ministry
of Economics

Düsseldorf, 24 April 1937
Am Wehrhahn 98-100
Telephone : 25157/58

Stamp:
Directorate-Department
Leverkusen
27 April 1937

Journal No. 1501/37 Dr. Kr.
Please quote this reference
and the subject in all letters.

To Dr. Martin Wernicke
c/o I.G. Farbenindustrie A.G. Directorate Department
Leverkusen

Kindly submit to us a map of the Leverkusen works
of the I.G. Farbenindustrie A.G. which plans have
executed as far as practicable according to the en-
closed instructions .

Signed : Greyer up.

certified: signed Klager

1 Enclosure

Stamp:
Regional Office of the Reich
and Prussian Ministry of
Economics, Düsseldorf

Government Office
Assistant

Replies to be addressed only:
To Provincial Governor, Field
Office of the Reich and Prussian
Ministry of Economics, attention
of Government Councillor, Greyer,
or his office deputy.

Düsseldorf
Am Wehrhahn 98-100

W o r k s M a p

scale approx 1 : 2000 or 1: 5000 (German Industrial Standard form)

A 4) in consideration of the following points:

1. position and designation of all the works departments and buildings
2. position of boiler house with chimney
3. Power installation
4. Diagram of electric wiring (red) gas pipes(yellow) with motor-house, water (green)
5. Long distance gas supply, from what installation (beginning of piping on site marked with arrow)
6. Gas producer installation
7. traffic junctions, railroad and water ways
 - a) Main, branch, or private lines with which junction is effected
 - b) Pit, mine or mine-siding lines (standard gauge)
 - c) connection with ports and waterways
8. Position of briquette plant, coking plant and their ancillary plants such as gasometers, ammonia and benzol plants etc.
9. coal dump
10. Tanks for inflammable liquids.

You will inform me immediately of any subsequent alterations in the legend submitted, if necessary by attaching a drawing or a new map.

DOCUMENT BOOK XI TER MEER No. 420
EXHIBIT TER MEER No.

Registered !

Copy

To the Provincial Governor
Field Office of the Reich and Prussian
Ministry of Economics
Attention of Government Councillor Greyer
or his office deputy

D a e s s e l d o r f

Am Wehrhahn 98/100

Telephone: Dasselldorf 25157/58
private: 53317

I hereby certify that the above document is a true and
literal copy of the photostatic copy of the original
document submitted to me.

Nuremberg, 9 January 1948

signed Bornemann
Karl Bornemann
Defense Council of
the Military Tribunal
No. VI

CERTIFICATE OF TRANSLATION

9 February 1948

I, George GOODMAN, No. 34789, hereby certify that
I am thoroughly conversant with the English and
German languages, and that the above is a true and
correct translation of DOCUMENT BOOK XI TER MEER
No. 420.

George GOODMAN
No. 34789

I.G. Farbenindustrie Aktiengesellschaft Secret!
Vermittlungsstelle W. 1.) This is a state secret
according to article 83
of the RSB (Reich Penal
Code)
2.) illegible
3.) Addressee responsible
for safe-keeping of
document

To the Provincial Governor

Field Office of the Reich and Prussian Ministry of
Economy. Attention of Government Councillor Greyer or
his office deputy.

D u e s s e l d o r f,

Am Wehrhahn 98-100.

Journal No. 1501/37 24 Apr N./Pf 24 May 1937
Dr. Ka.

Mobilization program

Our Leverkusen plant sent us your above letter in
which you ask for submission of a copy of the works to speci-
fication. After consultation with the Reich Ministry
of Economy we have to state the following: By order
of the Reich Ministry of Economy the I.G. Farbenin-
dustrie A.G. under the central management of the Ver-
mittlungsstelle W in Berlin, is preparing mobilization
programs for all its works which contain all the
data essential to cooperative planning by the Field
Office and the works. The Directorate Departments of
our works are fully occupied with this work and addi-
tional work should be avoided as far as possible. The
Ministry of Economy considers it appropriate, there-
fore, for the Vermittlungsstelle W to report to you
about the state of our mobilization program at the
first opportunity. For this purpose we have planned
a visit for Monday 31 May in the afternoon or Tuesday
1 June in the morning in Dusseldorf.

DOCUMENT BOOK XI TER MESE No. 421
EXHIBIT TER MESE No.....

- 2 -

Kindly let us know whether what time would be convenient to you, for a discussion.

Heil Hitler,
Vermittlungsstelle W.

(Signed): Neumann

copy to Dr. Warnecke, Leverkusen
4 copies. REGISTERED.

I hereby certify that the above document is a true and literal copy of the photostat copy of the original before me.

Munich, 9 January 1948

(Signed): Bornemann
Karl Bornemann, Defense Counsel
at the Military Tribunal
No. VI

CERTIFICATE OF TRANSLATION

9 February 1948

I, John POSEBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Book XI ter Meer No. 421.

John POSEBERRY,
No. 20179.

- 61 -

I.G.Leverkúsen
Direction Department

S e c r e t !

1. This is a state secret within the meaning of Art.88, Reich Penal Code.
2. To be forward only as sealed mail, and "Registered"
3. Safe-keeping under lock and key at responsibility of receiver.

I.G.Farbenindustrie Aktiengesellschaft
Vermittlungstelle V
Attn: Herr Neumann,
B e r l i n N W 7
Unter den Linden 82.

BY REGISTERED MAIL

Dr.D/L

11 June 1937

In the enclosure we are sending you the figures for production, capacity, warehouse stocks, and total sales of Leverkusen products, as follows:

Table a) Enumeration of products, production and distribution of production within I.G.

Table b) Output-capacities of the plants and capacities of warehouses.

The production statistics were used as a basis for setting up the plan, since they presented a substantial simplification in view of the large variety of products. Thus the products named relate to the year 1936; marginal notations are made for more important changes in 1937. While the warehouse supplies for inorganic products could, for the most part, be indicated directly, the supplies for

- 2 -

organic products are only to be indicated for the chief products. The collective groups, such as No.5 "other aliphatic alcohols," or No.37, "Other Amino compounds", usually contain 15-20 or more constituents, so that no capacity questions can be answered at all. In general it can be said that there is usually a warehouse supply of 1-2 tons of all intermediary (Zwischen-) products on hand. In cases where we have marked the capacity of tank storage facilities in columns, it should be pointed out that tank storage allows unlimited storage capacity if the tanks are placed out of doors. This explains the notation "unlimited".

Note 1 : Re groups 7,8 and 9 :

The distillation of benzol, toluol, and chlorbenzol will take place in a collecting retort (Sammelapparat). The capacities can be altered in favor of one or the other of the products

Copy.

(Page 2 of the original)

F.G. Leverkusen
Direction Department

- 2 -

11 June 1937

Note 2: Group 59. The observation here refers, of course, only to cleve acid (Cleveaure)1,6, since cleve acid 1,7 is automatically obtained.

Note 3: Group 86: Synthetic tanning substances.

(continuation, page 2 of the original)

The figures relate to the production survey of 1936. The normal production of 1937 will amount to 300 tons per month, the capacity through new installations in 1938 will be 1500 tons per month.

Note 4; Group 92: Buna

This relates to the year 1936. Due to enlargement, the capacity in 1937 will be increased to 100 tons per month.

The capacity report for pharmaceutical products will, for practical purposes, not be made on the basis of raw materials, but rather on the finished pharmaceutical commercial articles. If these figures are desired, they will have to be subjected to a special survey. Perhaps it will suffice to report that our pharmaceutical packing department, ⁱⁿ uninterrupted operation, working 168-hour per week, can alternatively press 98 million pieces of tablets, or fill 150 million ampules of 1 cc and 80 million ampules of up to 10 cc.

For the sake of top secrecy, we have put off the heads of the different sheets. In a special letter we are sending you an annexed form for each of the sheets used, so that you can fully complete these surveys.

Direction Department
signed B. B. B.

Enclosures .

Copy

I herewith certify that the above is a true and literal copy of the photo-copy I have received of the original in the Leverkuehn files.

Huerfberg, 9 January 1948

signed Bornemann
Karl Bornemann, Defense
Counsel.

DOCUMENT BOOK XI TER MEER No. 422
EXHIBIT TER MEER

- 1 -

Item No.	Name of Product	Production 1936 in tons/month	Own Consumption	Other I.G. Plants	Sales	Foreign share of sales
1	Monochlorhydrine	4.0	-	-	2.3	0.4
2	Dichlorhydrine	5.7	2.5	-	3.2	2.1
3	Other aliphatic products	36.0 11.4	10.3	0.3	0.7	5.8 0.15
4	Methanol	1000.0	14.2	10.8	260.0 715.7	255.0 monopoly administration
5	Other aliphatic alcohols	19.2	3.0	17.6	-	-
6	Sodium acetate	27.0	24.0	-	-	-
7	Benzene	440.0	420.0	7.5	12.0	-
8	Toluol	595.0	550.0	33.1	4.0	-
9	Chlor-benzene	97.5 ^{approx.}	97.3	0.19	0.05	-
10	Dichlor-benzene	23.6	6.7	16.4	-	-
11	Nitro-carbohydrites	3.2	3.2	-	-	-
12	Nitro-benzene	151.0	150.0	-	-	-
13	Dinitro-benzene	37.2	37.2	-	-	-
14	Nitro-toluol	1118.7	583.3	2.6	495.8	-
15	Dinitro-toluol	52.8	25.0	-	25.0	-
16	Other nitro-carbohydrites	11.5	11.5	-	-	-
17 & 18	Nitro-chlor-benzene	115.5	105.0	10.4	-	-

I herewith certify that the above is a true and literal copy of the photocopy I have received of the original in the Leverkusen files.

Nuremberg, 5 January 1948

signed Bornemann
Karl Bornemann
Defense Counsel

DOCUMENT BOOK XI FER MEER No.422
EXHIBIT FER MEER

Table of Products

	b	c	d	e	f	g	h	i
Item no.	N - m e	Normal Pro- ducts 1)	Plant-Capacity City 1)	Normal Ware- house stock	Capa- city of Ware- house facili- ties 2)	Add. Ware- house facili- ties	Con- su- mere and encl. no.	Re- marks
		tons/mn	tons/m	tons	tons	tons		
198	hydro- fluoric acid 4/11	263 (390)	270x) (360)	10	80	-	14	x) from 1 June 1937 -360 tons per month
200	sodium- fluoride efflores- cent(eff.)	24.4 (30)	45 (45)	10	30	-	14	
201	ammonium- bifluoride, efflorescent	15.5 (20)	40 (40)	25	30	-	14	
202	aluminum- fluoride, efflorescent	38.4 (85)	90 (110)	10	60) 500		14	
203	cryolite efflores- cent	288 (396)	500 (500)	20	100)		14	
204	calcium fluoride, efflor.	6.4 (12)	25 (25)	15	30	-	14	
205	mercury sulfate efflor.	5.4 (4)	8 (8)	6	25	-	14	
206	plumbic dioxide	14	20	3	7	-	15	
207	caustic soda solution, effl.	726 (855)	1000 (1000)	30	60	-	15	
208	phosgene, in gaseous form	27 (41)	45 (43)	3	9	-	15	

1) normal = average value, 1936, in tons per month.

2) column g to be filled in only if additional facilities can be procured without substantial expenditure. Care is to be exercised to use empty warehouse facilities only once.

DOCUMENT BOOK XI TSK MSER No.422
EXHIBIT TSK MSER

I herewith certify that the above document is a true
and literal copy of the photo-copy I have received
from the original files at Leverkusen.

Munich, 9 January 1948

signed Bornemann
Karl Bornemann
Defense Counsel

CERTIFICATE OF TRANSLATION

10 February 1948

I, George G. GOODMAN, No.34789, hereby certify that I
am thoroughly conversant with the English and German
languages, and that the above is a true and correct
translation of DOCUMENT BOOK XI TSK MSER No.422

George GOODMAN
No.34789

DOCUMENT BOOK XI TER MEER No.423
EXHIBIT TER MEER

Stamp
Direction Department
Leverkusen
15 February 1938 I.G.Frankfurt

Registered
S e c r e t

To Leverkusen
Ludwigschafen
Hoechst
Wolffen-Porben
Vermittlungstelle W

Dir. Warnecke
Dr. Moll
Dr. Hirschel
Dr. Marx
Dr. Gorr

secret

1. This is a state/within the meaning of Art. 88, Reich Penal Code.
2. To be forwarded only as sealed mail, and "Registered".
3. Safe-keeping under lock and key at responsibility of receiver.

Your File No. Your Letter of: Our File No.
Office of the Technical
Committee, Dr. Be/Sk
Date: 15 February 1938.

Subject: Allocated Plants (Field of Coal Tar Dyes).

As discussed this forenoon, we are sending you attached hereto the following surveys relating to the field of coal tar dyes:

Sheet 1) Total-dye production 1936

- " 2) Dye production, 50% of 1936 (Inverteilt)
- " 3) Dye production, 50% of 1936 (summary of page 2 for Dr. Ungewitter)
- " 4) Requirements in most important raw materials for dye production at 50% of 1936 (compiled for Dr. Ungewitter).

Regarding sheet 4, note that the distribution of requirements attached at the end does not refer to the individual products as such, but only to the total production.

We are also attaching 4 graphs of the distribution of benzene, toluol, naphthalene and anthracene, relative to the total dye production for 1936. These graphs are exclusively for internal use, as neither they nor sheets 2 and 3 of the above surveys

DOCUMENT BOOK XI TER MEER No.423
EXHIBIT TER MEER

- 2 -

are to be forwarded to Dr. Ungewitter.

We wish to request Leverkusen and Hoechst to also inform Verdingen and the Meiningen-Works of the surveys forwarded.

Office of the Technical Committee
signed: signature

Enclosures.

CERTIFICATE OF TRANSLATION

10 February 1946

I, George GOODMAN, No.34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of DOCUMENT BOOK XI TER MEER No.423.

George GOODMAN
No.34789

DOCUMENT BOOK XI TER MSER No.424
EXHIBIT TER MSER

I.G. Farbenindustrie Aktiengesellschaft

Vermittlungsstelle 7
(Liaison Office)

Berlin NW 7
Unter den Linden 82
12 00 21

Direction Department
Leverkusen
14 March 1938

S E C R E T

1. This is a state ^{secret} within the meaning of Article 88, Reich Penal Code
2. To be forwarded only as sealed mail, and "Registered"
3. Safe-keeping under lock and key at responsibility of receiver.

I.G. Farbenindustrie Aktiengesellschaft

Attn. Herr Dr. Martin Warncke

U. S. V. G. R. K. A. G. P. A. I. G. Werk.

Your Reference Your Letter Our Reference
(to be given in reply)
y/Tr
Berlin,
12 March 1938

Planning

During the discussions which took place in the course of the last quarter with the participation of the Reich War Ministry and the Reich Economic Ministry at the Control Office for Chemistry, the proposed allocation plans for our plants were established with few exceptions. The requirement figures were established here in the form of an initial estimate of home and foreign demand for I.G. products; in this connection the availability of raw materials, fuels, etc., for carrying out the mobilization projects as determined by the allocation plans was only lightly touched upon.

- 2 -

(Continuation, page 1 of the original)

The next step in our planning will now be a more exact inventory of our raw material requirements and the investigation of facilities for their procurement. Therefore, we wish to request for this purpose to lay down the raw material requirements and the raw material sources for the individual products of the allocation plans and to note the following:

1.) The positions and quantities set forth in the second versions of the allocation plans are to apply. For the positions which relate to the dyes and their by-products, the quantitative determination within the limits of the proposed total operations (50% of the 1936 production) has been left in the hands of I.G. ;

Sheet 2

(page 2 of the original)

I.G.Farbenindustrie Aktiengesellschaft
Vermittlungsstelle V

Sheet 2 Berlin , 12 March 1938.

As soon as classification of individual dye types has been finished, we will inform you of the operational figures for the dyes and their by-products. We will similarly inform you of the operational figures for the pharmaceutical products as soon as the Wehrmacht requirements, which together with the production for 1936 gives the total requirements for pharmaceutical products, are reported.

- 3 -

(Continuation, Page 2 of the original)

- 2.) In general, the raw material required and the source (name and location of supplier) should be reported for every single position of the allocation plans; this also pertains to all raw materials and by-products which will be delivered to the plant; small quantities may be omitted (for quantity determination: quantities of less than 1 ton per month), if raw material or by-products are concerned which are easily obtained even in case of mobilization. If the suppliers are other I.G.-plants, then the supplier listed should be the particular plant concerned, and not I.G.- If in certain production groups, as a result of the inter-relation of products, it should prove to be very complicated to report the raw material requirements for each individual position, in this exceptional case the raw material requirements may be combined for the production group.

Although you can only undertake the complete survey of raw material requirements after receipt of the operational figures for dyest and pharmaceutical products, we are now informing you of the progress of the mobilization projects, in order to

- 4 -

(Page 3 of the original)

I.G.Farbenindustrie Aktiengesellschaft
Vermittlungsstelle 7

Sheet 3 Berlin, 12 March 1938

enable you to prepare the work and to begin with it
in the departments whose raw material needs do not
depend at all or at least not substantially upon the
production of dyer and pharmaceutical products.

VERMITTLUNGSSTELLE 7
signed Neumann

REGISTER :

I herewith certify that the above document is a true
and literal copy of the photocopy before me of the
original in the Leverkuehn files.

Nuernberg, 12 January 1948

signed Bornemann
Karl Bornemann
Defense Counsel

CERTIFICATE OF TRANSLATION

10 February 1948

I, George GOODMAN, No.34739, hereby certify that I am
thoroughly conversant with the English and German
languages, and that the above is a true and correct
translation of DOCUMENT BOOK XI TER MEER No.424

George GOODMAN
No.34739

I.G. Farben

To Leverkusen, Dr. Varnoeke
Ludwigshafen, Dr. Hohl
Beecham, Dr. Kirschel
Velfen-Farben, Dr. Marx
Vermittlungsstelle W,
Dr. Gorr

Registered
strictly confidential
(stamp):
Direction Department
Leverkusen
26 March 1938

Your ref. Your letter of Our ref.
Tea Office Department F
Dr. Re /Ts.

Date
25 March 1938

Re: Allocation plan (Aniline Dyes - field)

Following our letter of 15 February 1938 we send
you in the enclosure two compilations in which the
requirements mentioned in enclosure 4 to our letter of
15 February 1938 for the entire I.G. for

Benzene

Toluene

Naphtalene

and

Anthracene

are distributed among the plants.

Enclosure 5) is only meant for the plants, while
Dr. Ungewitter will be given enclosure 6) when the
process itself.

Tea Office
signed: signature.

2 Enclosures.

DOCUMENT BOOK II TER MEER No. 425
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

.....

10 February 1948

I, Gerta KAMNOVA, No. 20151, hereby certify that
I am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of the Document Book No. II ter Meer
No. 425.

Gerta KAMNOVA,
No. 20151.

DOCUMENT BOOK XI DER ISEN No. 426
EXHIBIT FOR ISEN No.

I.G. Farbenindustrie (stamp):
Aktiengesellschaft Direction Department
Vermittlungsstelle Leverkusen
(Linsen Office) W 13 April 1938

Berlin W 7
UNTER IEN LINSEN 82
12 00 21

Secret!

Dr. Martin Wernicke 1. This is a top secret within
I.G. Farbenindustrie the meaning of Art. 88 Reich
Aktiengesellschaft Penal Code.
Leverkusen - 2. To be transmitted only under
I.G. Werk cover, by mail as "registered".
----- 3. Recipient is responsible for
safe-keeping under lock and
key.

Your ref. Your letter Our ref. Berlin,
of: (Mention in 8 April
replying) 1938.
H./chr.

Re.: Planning.

In our circular letter of 12 March 1938 the purpose and extent of the next step to be undertaken in our mobilization plan was described. To complement this we are forwarding the following directives which should permit you to start work without delay.

Since the Central Office Chemistry (Vorbereitungsstelle Chemie) has already several times asked that the work described in these directives be accelerated, we ask you to fill in the accompanying blanks and return them to us as soon as possible.

VERMITTLUNGSSTELLE W
signed: signature

Enclosure.

Registered -----

Certified as true and correct copy of the above document.

Nürnberg, 20 January 1948

signed: Karl Bornemann
(Karl Bornemann)
Defense Counsel
before the Tribunal VI.

DOCUMENT BOOK XI FOR KEEPER No. 426
RECEIVED FOR KEEPER No.

CERTIFICATE OF TRANSLATION

10 February 1948

I, Gerta KAMNOVA, No. 20151, hereby certify that
I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of the Document Book XI for Keeper
No. 426.

Gerta KAMNOVA,
No. 20151.

The Reich and Prussian
Minister of Economics

Berlin, 31 August 1938.

Dr. G/Dr.

All questions and blanks
to be addressed to:

The Reich Commissioner
for chemistry,
Dr. Claus Ungeheuer
(or deputy)

- S e c r e t
1. This is a top secret
in the meaning of
Art. 82, Reich Penal
Code.
 2. Is to be transmitted only
under cover, by mail
as "registered".
 3. Addressee is responsible
for safe-keeping under
lock and key.

Firm I.G. Farbenindustrie A.G. Unter den Linden 82,

Berlin NW 7

Plant Leverkusen

Attention Herr Neumann (confidential agent)
or deputy.

Enclosed are five copies (2 in white, 1 each in
yellow, blue and pink) of the mobilization tasks
for your above-mentioned plant. (Sheet No. 1) For
each copy there are 8 blank forms of the corresponding
color. (Sheets 2 - 9).

The purpose of the mobilization tasks is to
give detailed information to each plant on the
production program to be executed in case of mobili-
zation. The Mobilization Calendar (Sheet 9) is a
time-table of the measures to be undertaken in case
of mobilization for carrying out the mobilization tasks.

If it should not be possible to execute the
mobilization tasks as mentioned on Sheet 1 with
the technical means available, the above-mentioned
office is to be contacted immediately for clarification.
Letters must be sent in duplicate.

Continuing, the accompanying forms Sheets 2 - 9
are to be completed; directives for the processing are
given

DOCUMENT BOOK XI TER MEER No. 427
EXHIBIT TER MEER No.

- 2 -

(as far as necessary) on the reverse side of each sheet. In case of doubt the above office will give all necessary information.

In addition the mobilization tasks are the foundation for, in cooperation with the competent branch office of the Reich Ministry of Economics, the guaranteeing of necessary personnel, especially the essential specialists, in case of mobilization.

The completed forms, Sheets 1 - 9, are to be sent in 4 copies (1 of each color - white, yellow, blue, pink) to the above-mentioned office for examination. This office will, upon request, send further blank forms in case of lack of sufficient space for giving the required information, the different sheets. For designation of the additional sheets small letters are to be used (e.g. Sheet 2a). One copy in white will, for the time being, remain in the hands of the confidential agent as a draft copy. After any necessary corrections of the completed form have been made the plant ^{will} receive one copy (white) of the final mobilization task in exchange for the draft copy which remained at the plant. It consists of sheets 1 - 9 fastened together and a cover bearing the official approval mark.

To avoid letting the documents fall into unauthorized hands care must be taken to keep them in an armored or money safe. The confidential agent entrusted with the handling of the mobilization tasks will be responsible for safe-keeping.

For:
Godlanski.

- 76 -

- 3 -

75 Enclosures.

Until the final approval of the mobilization takes the production program listed on sheet 1 of the enclosure will be considered as valid. In case of mobilization before final approval the temporary program is to be adhered to.

Certified as true and correct copy of the above document.

Munich, 20 January 1948

Signed: Karl Bornemann
Defense Counsel
before the Tribunal VI

CERTIFICATE OF TRANSLATION

=====

10 February 1948

I, Gerta KASNOVA, No. 20151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book II ter Meer No. 427.

Gerta KASNOVA,
No. 20151.

- 77 -

DOCUMENT BOOK IT IER MEER No. 428
EXHIBIT IER MEER No.

I.G. Farbenindustrie
Aktiengesellschaft
Vermittlungsstelle 7

(stamp):

Direction Department
Leverkusen
14 September 1938

Berlin NW 7
Unter den Linden 82

Secret!

To
Dr. Waradaka
Leverkusen

I.G. Werke

1. This is a top secret in the meaning of Art. 88 of the Reich Penal Code.
2. To be transmitted only under cover, by mail as "registered".
3. Addressee is responsible for safe-keeping under lock and key.

Your Ref. Your letter
of:

Our Ref.:
(to be indicated
in reply)
H/sec.

Berlin,
13 September
1938.

Re: Mobilization tasks

In the enclosure we transmit to you the mobilization tasks for the plant

Leverkusen.

On this occasion we point out the following:

1) The mobilization task, upon receipt by your plant assumes the character of an official injunction, and the measures which are necessary for the execution of the production program contained in the mobilization tasks, are, by decree of the Supreme Command of the Wehrmacht and the Reich Commissioner for Chemistry, to be undertaken immediately - in as much as thus has not already been done - and executed as rapidly as possible. For the work resulting therefrom for you, the directives of our circular letter of 8 September 1938 (continuation of the planning work) will apply.

Note: According to a report of the Economic Staff all war important and essential plants belonging to the Economic Group Chemistry will receive information concerning the Mobilization tasks dealing with intermediate regulations.

- 2 -

This information is being transmitted because, originally, it was intended to put the mobilization tasks into effect only later, after coordinating all the mobilization tasks within the entire chemical field. Now, according to information from the Reich Commissioner for Chemistry, this coordination within the entire chemical industry still to be undertaken by the Reich Commissioner for Chemistry may entail modifications of individual parts of the mobilization tasks, but that, until further notice the mobilization tasks will remain valid in their present form.

2.) Certain allocation figures of several plants for the mobilization tasks do not agree with the corresponding figures of allocation tables worked out formerly, partly because changes resulted from the internal I.G. coordination, partly because the preliminary products now obtained from Ludwigshafen, Oppau and Rheinfelden were, wherever possible, distributed among other works, and partly because certain raw materials or preliminary products were, from the very beginning, furnished only on a limited scale by the Reich Commissioner for Chemistry; for example, by order of the Reich Commissioner for Chemistry, the allocation figures for nitrobenzene, benzene chloride and dinitro-benzene chloride have been reduced to such an extent that only the I.G.'s own requirements can be met in case of mobilization.

3.) Sheet 2 (Raw Material Supply) belonging to the mobilization tasks will not be sent to you because we are handling this part here. On it we have put data concerning quantities and

- 3 -

suppliers addresses coming from information on raw materials and preliminary products requirements sent to us by you. Since, due to the reasons described under 2.) various allocation figures had to be changed, the figures of the requirements in raw materials and preliminary products had to be changed accordingly.

We are, therefore, again sending you the requirement figures for raw materials and preliminary products for examination and ask that attention be paid to the following:

- a) The preliminary products mentioned on the requirement sheets (Column 5 and 6) and raw materials (Column 8 and 9) must be complete, that is, the mobilization tasks must be carried out entirely with these amounts of raw materials, except for minor needs that can readily be fulfilled (see our circular letter of 12 March 1938, Figure 2).
- b) In a number of cases the names of the supply firms are incomplete. We ask that this data be completed, and that, moreover if has not already been done, to add the probable departure stations, since these must also be entered in the enclosure, Sheet 2.

Since the Reich Commissioner for Chemistry has commissioned us to return the *Beziehungs*, Sheet 2 (Raw Material Supply) by the middle of the month, we ask that the requirement sheets for raw materials and preliminary products, duly checked, be returned to us by 20 September 1938.

4.) Should it appear that the mobilization task, for any reason whatever, can not be carried out to its full extent, we ask to be informed immediately.

- 4 -

In the future the possibilities of executing the mobilization tasks are consequently to be controlled through the mobilization office.

Vermittlungsstelle W
signed: Hermann

Enclosures:

Mobilization tasks with enclosures
Requirement Sheets for raw materials and preliminary products.

B e z e i c h n u n g

Certified as true and correct copy of the above document.

Nuernberg, 20 January 1948

signed: Karl Bernemann
(Karl Bernemann)

Defense Counsel
before Tribunal VI

CERTIFICATE OF TRANSLATION

10 February 1948

I, Gerta KANNOVA, No. 20151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book XI der Wehr No. 428.

Gerta KANNOVA,
No. 20151.

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*Defense
Case 6*

MILITARY TRIBUNAL VI

CASE VI

DOCUMENT BOOK XII

for

Dr. Fritz ter Meer

- 1) Supplementary Volume as announced by Dr. Berndt, Defense Counsel, in the afternoon meeting of 11 February 1948, page 6814 of the English and page 6940 of the German minutes).

Submitted by the Defense Counsels

Dr. Erich Berndt

Karl Bernemann



Engl.

INDEX to

DOCUMENT BOOK XII for Dr. Fritz ter MEER, Case No. VI

Document No.	Exhibit No.	C o n t e n t s	Page
-----------------	----------------	-----------------	------

Document Books XII and XIII contain the minutes of all 17 meetings of the Technical Committee (TE.) of the I.G. Farbenindustrie A.G. during the period from 20 October 1936 to 7 August 1939. The submission of the literal minutes of the last three years before the beginning of the second World War is to refute the charge of the prosecution that the management of the I.G. has prepared aggressive warfare. Each of the 17 minutes of the meetings was given an individual document number in order to facilitate reference to them if they are quoted and discussed during the trial.

78		Minutes of the TE. meeting of 20 October 1936	1
79		Minutes of the TE. meeting of 12 January 1937	18
80		Minutes of the TE. meeting of 13 April 1937	30
81		Minutes of the TE. meeting of 23 June 1937	53
82		Minutes of the TE. meeting of 16 September 1937	71
83		Minutes of the TE. meeting of 8 December 1937	90
84		Minutes of the TE. meeting of 7 February 1938	107

DOCUMENT BOOK XII

for Dr. Fritz ter Meer

I certify herewith that all documents which are contained in this document book and which are numbered from 78 to 84 correspond word for word with the documents submitted to the Tribunal.

Nuremberg, 22 March 1948

Karl Bornemann,
Defense Counsel.

Rubber stamp: Department of the
Directorate
Leverkusen
26 October 1936

M i n u t e s

of the conference of the Technical Committee on Tuesday,
20 October 1936, 9:30 a.m. at Frankfurt/Main.

Present the gentlemen mentioned in Enclosure 1.

Ia) Credit Survey

Page
3

Ib) Credits and Disassembling Costs submitted

4/6

II.) MISCELLANEOUS:

1) Urea Resins

7

Purchase of a license for the Patents No. 526 169,
572 267, 595 379 and 609 685 of the Ambi-Gesellschaft

2) Metaphosphates "Calgon" for the Softening of Water
Agreement with the Firm A. Benckiser, Lu.

7/8

3) Combination of Glycol Ethers with Soap Substitutes
Agreement with the Fa. Deutsche Hydrierwerke A.G.,
Rodleben.

8

4) Textile Lubricants

8/9

Agreement with the Firms Chemische Fabrik
Stockhausen & Cie., Krefeld; and Kammer-
spinnerei (Worsted Yarn Spinning mill)
Stosch & Co. A.-G., Leipzig

5) Fatty Products

9

Agreement with the Firm N.V. Olie-refinaderij
"ZUILEN" at Maarsse (Holland)

6) Fatty Alcohols and Sulphonates

9/10

Agreements with the Firm Mitsui Bussan Kaisha
Ltd. Tokyo, Japan, and the Deutsche Bussan
A.G., Berlin

7) Stuffing Boxes for Pumps for Liquids

10

Agreement with the Firm Klein, Schenelin &
Becker A.G., Frankenthal/Pfalz

8) Adhesive for Bitumen

11

Agreement with the Firm Sager & Woerner, München

Initials,
handwritten and crossed out
in original:

Dr.-G.

F.-D.-G.

Initials: J. We-

<u>9) Test for Protein</u>	<u>Page</u> 11/12
Contract of Association Dr. Rud. Mueller, Berlin-Steglitz	
<u>10) Vitamin P</u>	12
Contract with Professor Szent-Gyorgyi, Szeged (Hungary) on the Vitamin P field	
<u>11) Platinum Contact Masses</u>	12/13
Agreement with the Firm Heraeus G.m.b.H., Hanau	
<u>12) Device for the Surface Hardening of Round Pieces</u>	13
Purchase of DRP. 626 464 from Ing. Kurt Verner, Stuttgart.	
<u>13) Device for the Flame Cutting of Pieces.</u>	13
Purchase of DRP. 594 998 from Dipl. Ing. Fr. L. Mueller, Wien	
<u>14) Membranit for Floor Paving</u>	13/14
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Purchase of an interest in Cellosold Ltd and Rockhard Ltd. in London	
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<u>18) Feeding Experiments with Unsaturated Fatty Acids</u>	16
Contract of Association with Prof. Dr. Skraup, Wien	

I. Credits and Cost of Dismantling.
a) Credit Statement.

Figures in Million Reich Marks

	Main Group I		Main Gr.			Main Gr.	Total
	N Oils	Pits	II	Con- tract Plants	Schkopau	III	
Credit balance brought forward on 1 Jan. 1936	23.6	27.8	56.6	11.8	-	12.2	132.2
Granted during the 1st half-year	25.8	11.9	35.-	- .5	12.4	45.-	130.6
Expenditure during the 1st half-year	10.7	4.6	31.8	6.7	1.3	15.6	77.7
Current Credits on 1 July 1936	38.9	35.1	59.8	5.6	11.1	41.6	192.1
Granted during 3rd quarter-year	13.6	4.3	36.7	-	10.8	10.4	75.8
Expenditure during 3rd quar- ter-year	11.-	11.8	19.5	1.4	2.5	13.2	59.4
Current Credits on 1 Oct.	41.5	27.6	77.-	4.2	19.4	38.8	208.5
Available Credits	27.9	11.9 of which 7.7 debit- ed to Schkopau's debit- acct.	40.1 of which 3.- debit- ed to Schno- pau's acct.	-	3.2	12.4	95.5
Expenditure during 4th quarter-year (estimated)	13.-	8.-	23.7	2.2	5.8	17.6	70.3
Current Credits on 1 Jan. 1937	56.4	31.5	93.4	2.-	16.8	33.6	233.7
Expenditure during 1936 Total: (estimated)	34.7	24.4	75.-	10.3	9.6		
	59.1			94.9		46.4	200.4

To. Available Credits and Dismantling Cost.
Page

- 9 Merseburg
10,000 gaseous rotor fuel cylinders RM 500,000.-

Engineering Committee (Teko): Leuna is going to find out whether another method of making large-scale shipments might be possible.
- 15 Oppau
1 Diesel-engine driven car with 2 trailers RM 195,000.-

Teko: The question of the kind of engine to be used is still to be examined in view of the fact that motor fuel for the Diesel-engine requires foreign currency.
- 17 Oppau
1 Diesel-engine driven ship, equipped with aluminium tanks for shipment of concentrated nitric acid RM 280,000.-

Teko: Will approve of it provided the necessity of the construction can be justified.
- 18 Oppau
Erection of 3 extreme pressure boilers and 2 turbines. RM 5,600,000.-

Teko: If in order to save money, only that which is absolutely necessary were to be done, it would be necessary to spend 2.- million Reich Marks for boiler conversion, furthermore for the condensation machinery about 2.- million Reich Marks and for the supply of cooling water for the condensation about 1.- million Reich Marks, thus in total 5.- million Reich Marks. The extreme pressure plant costs 600,000 Reich Marks more as against which 1.7 million Reich Marks a year are saved on coal.
- 18 Oppau
Extension of the pipe-line system for high pressure steam, low pressure steam, compressed air, river water and drinking water RM 240,000.-

Teko: To this still to be added the cost of road construction which will be mentioned later on in the overall plan for Oppau.
- 20 Oppau
Trial plant for crotonic aldehyde from aldole RM 40,000.-

Conference between Roth and Mueller-Cunradi still to take place.

Page 43

43 Hoechst
Test-room and laboratory Ch 132
RM 209,900.-
will be set aside

44 Technical Institute for solvents
RM 585,100.- (meanwhile reduced to RM 482,100.-)

47 Leverkusen
Water Works at Flittard
RM 530,000.-
set aside

51 Bitterfeld
I.G. pits at Bitterfeld/I.G. Works at Bitterfeld and Wolfen.
Railroad for coal transport
Original main sum 3,276,510.-
set aside 663,700.- RM 2,612,910.-

Teko: The construction of the railroad for coal transportation is a necessity, since 1.6 million tons of coal a year must be transported for the maintenance of the electric power supply. The electrification has proved to be economical.

The construction of connections to this coal traffic railroad for Farbenfabrik Wolfen (Wolfen Dyes Factory) and the northern and southern Bitterfeld works, requiring a sum of RM 663,700.-, will be postponed for the time being.

69 Ludwigshafen
Maleic acid plant for about 40 tons a month - supplementing B 501/36 RM 800,000.-
RM 160,000.-
is shelved.

102 Hoechst
Machinery equipment for pressed Povimal substance
RM 866,700.-
postponed.

107 Premnitz
Extreme pressure auxiliary turbine 6400 kVa RM 410,000.-

Teko: Agrees provided the matter is re-examined by the Power Generation Committee.

In addition to that

Uerdingen

Extension of the electrical distribution plant
RM 500,000.-

Approved RM 250,000.-

COST OF DISMANTLING.

The remaining book value of RM 92,124.- can be written
off through the Inventory Loss Account.

Thus the following sums are suggested for approval:

<u>LOANS:</u>		<u>of which more than 100,000.- Marks</u>
1) Nitrogen, oils, oils	RM 39.792.750.-	37.721.150.-
2) Inorganics, Dyes, pharmaceutics	" 43.343.450.-	37.342.810.-
3) Artificial Silk, photographic articles	" 12.361.440.-	10.323.700.-
	<u>RM 95.497.640.-</u>	<u>85.387.660.-</u>
	<u>=====</u>	<u>=====</u>

COST OF DISMANTLING:

Main Group 1	RM 109.800.-
Main Group 2	RM 488.350.-
Main Group 3	RM 56.000.-
	<u>RM 654.150.-</u>
	<u>=====</u>

II) Miscellaneous.

1) Urea resins.

Gaus.

Purchase of a license for patents Nos. 526 169, 572 357, 595 879 and 609 685 of the Ambi-Gesellschaft, Berlin.

It is intended to purchase those protective rights derived from the work of the Ambi-Gesellschaft for the production of a glass substitute on the basis of urea-formaldehyde condensation products which refer to the combination of urea resin and alkyd resin, or to the production of a lacquer from such mixed resin and are mentioned in the above patents. It is not intended to take over the protective rights in the glass field proper, that is, the production of glass panes; these shall continue to be administered by Ambi.

As license fee, it has been arranged to pay a lump sum of RM 16.000.- of which the Dynamit A.G. assumes a part.

2) Metaphosphate "Calgon" for the softening of water.

Agreement with the firm Benckiser, Ludwigshafen. Gaus.

Benckiser is putting on the market a metaphosphate product for the softening of water under the name "Calgon". The following agreements are contemplated in order to settle any pending disputes concerning this product and to secure for us in case of need the right of supply and of use: Benckiser will supply us with the metaphosphate at normal prices and will permit us as well as our customers to use the quantities supplied for purposes for which Benckiser is protected by patents. Benckiser, in turn, receives the right to supply actual consumers with "Calgon" who mix it together with our dye-stuffs for the purposes of patent application J 45 957. ●

Both parties withdraw their objections against patent application in the field covered by this agreement.

3) Combination of glycol ethers with soap substitutes. Gaus.

Agreement with Dehydag (Deutsche Hydrierwerke A.-G., Rodleben).

The agreement described below shall be concluded in order to settle the proceedings protesting against a patent application by the Dehydag concerning the combination of ethers of glycol with soap substitutes e.g. Nekals. A recognition fee of RM 2,000.- shall be paid for the agreement, which provides that we desist from bringing action against the decision, already made to grant the patent. Dehydag declares that it will not use against us and our customers any rights arising out of its patent, as far as combinations are concerned in which only Nekals are present as soap substitute.

4) Textile lubricants.

Gaus.

Agreement with Stockhausen Krefeld and Kamgaruspinnerei Stoeckh, Leipzig.

In order to settle a question of dependence for a textile lubricant containing a fatty alcohol, the Fettal partners, Stoeckh and Stockhausen, give an exclusive license free of charge for the corresponding applications, on the condition that Stockhausen alone shall be entitled to sell the textile lubricants produced under this license. Stoeckh and Stockhausen undertake for the duration of the license to buy all fatty alcohols required by them from Dehydag or from Hopme. For the present the agreement applies to Germany only:

the question of foreign markets will be settled later.

5) Fattal products.

Gaus.

Agreement with the firm N.V. Olieraffinaderij "ZUILEN", Maarsse/ Holland.

In order to limit the sales of fatty alcohols of the firm ZUILEN which upset the business in sulphonates of fatty alcohols and Igepon the following agreement will be concluded between the Fattal partners and ZUILEN:

ZUILEN receives the right to manufacture and sell sperm oil alcohols as well as certain lanoline alcohols and their boric acid esters or their sulphonates. Zuilen will not sell these products either directly or indirectly to Germany or Japan and undertakes to limit its sales to a maximum of 300 tons per year. Zuilen must only sell to actual consumers and at prices agreed upon. The clientele of each of the parties will be maintained. The Fattal partners do not give to Zuilen any exclusive licenses for their patents concerning the manufacturing and use of fatty alcohols and sulphonates and withdraw some of the objections pending against Zuilen, as also a dependance action pending.

6) Fatty alcohols and sulphonates.

Gaus.

Agreement with the Mitsui Bussan Kaisha Ltd., Tokyo Japan and the German Bussan A.G., Berlin.

In order to avoid in the future patent violations in the field of the fatty alcohols and their sulphonates and to protect the markets which do not belong to Eastern Asia against Japanese competition, the Fattal partners have planned the following agreement with the firm Mitsui Bussan Kaisha Ltd. :

Mitsui is to receive the exclusive, transferable licenses on various patents within Japan and Manchukow for the production, use and sale of sulphonated fatty alcohols. Furthermore, non-exclusive rights for China. In return Mitsui shall pay to the Fattal-partners the following amounts guaranteed by a fine-gold clause:

- | | |
|---|-------------------|
| a) on the conclusion of the contract | Yen 180.000.- |
| b) during the first 5 years of the contract | Yen 14.800.- each |
| c) during the following 5 years | Yen 4.800.- each |

Mitsui renounce for themselves and for their sub-licensees the right directly or indirectly to export fatty alcohols or their sulphonates from Japan, Manchukow or China or to produce them outside these countries and they, furthermore, pledge themselves not to take any action against the import of Igeon to Japan and Manchukow. The firm H.Th. Boekse of the Fattal-partners shall grant technical assistance to Mitsui.

This contract lasts until the latest of the licensed patents expires, but at any rate for at least 10 years.

7) Stuffing Boxes for Pumps for Liquids.

Gaus

Agreement with Klein, Schenalin & Becker A.G.,
Frankenthal/Palatinate.

The firm Klein, Schenalin & Becker shall be granted a license for the production of heatable stuffing boxes for pumps for liquids, of which we own patent application J 51039 and corresponding patent applications abroad. K.S.B. is going to pay a license fee of 10% on the net invoice value even if the German patent application should not lead to a patent being granted. We and the firms of our combine can obtain the stuffing boxes at preferential prices.

The contract lasts until the German patent expires; in case such a patent is not granted, until 31 December 1946. Provisions have been made for the exchange of experimental data.

8) Adhesive for Bitumen.

Gaus.

Agreement with the Firm Sager & Woerner, Munich.

We intend to make an agreement with the above mentioned firm about the adhesive for Bitumen found by us. Adhesive agents for Bitumen are substances by the admixture of which to Bitumen, asphalt, tar and so on their adhesiveness to stone and other solid foundations is considerably increased. S & W. are big contractors and they will make practical experiments with samples of adhesives supplied to them by us. Should they wish to use these adhesives on a large scale, they pledge themselves to obtain them only from I.G. or from agencies named by I.G. They will use these adhesives only in their own enterprise for the construction work carried out by themselves.

For the assistance offered so far and to be rendered in future, S & W. shall receive RM. 5000.— as soon as we have sold 300 tons of adhesive agents for Bitumen for road building and civil engineering; as soon as a total of 1000 tons of adhesive agents have been sold for the aforesaid purposes they shall receive another RM. 15,000.—. This agreement is confined to Germany and will be concluded for the time being up to 1 January 1942. It will automatically be prolonged by a further period of 1 year unless six months' notice is given previous to 1 January of each year.

9) Protein Test.

Gaus.

Contract of Association with Dr. Rud. Mueller, Berlin-Steglitz.

Mueller participates at the Kaiser-Wilhelm Institute for Biology in Berlin-Dahlem in devising a quantitative physiological protein test, a purely scientific problem, which we intend to carry out on account of its importance for the nourishment of the population, and the results of which we desire to publish. The decision on publication rests with us.

Dr. Mueller is to receive a monthly allowance of RM 250.-- for his work as from 1 June 1936. Furthermore, we bear the cost of the laboratory requirements as far as they are recognized by us.

10) Vitamin P.

Hermann

Contract with Prof. Szent-Gyorgyi, Szeged (Hungary),
in the Vitamin P field.

According to contract provisions have been made for co-operation with Szent-Gyorgyi in the field of Vitamin P. In compliance with this agreement Szent-Gyorgyi places his inventions and discoveries in this field at our disposal. Should we wish to make use of these inventions or parts of them, we shall become sole owners of these inventions. On sales of products which originate from these inventions Professor Szent-Gyorgyi will receive 4% on the net invoice amount provided an effective patent protection is guaranteed. If no effective patent protection can be obtained this commission is reduced to 2% and if no patent protection at all is granted, Szent-Gyorgyi is to receive 10% of the net profit. These commissions shall be paid for the period of 15 years counted from the day of the first exploitation. Furthermore, Szent-Gyorgyi is going to receive Pengoe 1100.-- each on 1 Oct., 1 January, 1 April, and 1 July for a period of 5 years as from 1 October cr., which shall not be taken into account when estimating the refunds resulting from the contract.

11) Platinum Contact Masses.

Hermann.

Agreement with the firm Heraeus G.m.b.H., platinum
foundry of Hanau.

It is intended to establish co-operation in the production and use of platinum alloys especially as a contact mass for ammonia combustion. Heraeus is granted unrestricted license for production and we on our part for the use of the contacts.

This agreement includes the Bayerische Stickstoffwerke (Bavarian Nitrogen Works) and the Norsk-Hydro.

12) Device for the Surface Hardening of Round Pieces. Jaehne.

Purchase of DRP No. 626464 from Kurt Werner, engineer, Stuttgart.

The subject of the patent is a device for the surface hardening of round pieces through continuous heating by a blast-burner and subsequent cooling in a chilling bath. This patent is important for the field of autogenous processing and is to be acquired with all rights involved against a single payment of RM 1.000.--

13) Device for flame cutting of works. Jaehne

Purchase of the DRP 594 998 from Dipl.ing. (Certificated Engineer) Fr. L. Puelker, Vienna.

This patent concerns a device for flame-cutting of works in any desired mitre-lines by means of a burner swinging on its own axis around another axis. This patent comes within the field of autogenous processing and is to be acquired. Cost: Austrian Shillings 2.000.--.

14) Membranit for Floor Paving. Kuehne

Agreement with Hermann Apel, Berlin-Steglitz:

Uerdingen intends to acquire from Apel the German patent A 71 761 concerning the use of Membranite FB for edgeless floor paving as well as the right for patent applications thereon abroad. Apel is going to receive as compensation a refund on the turnover of Membranit, as far as it is used for the production of floor paving masses. The allowance amounts to:

RM 10.-- per ton for the first 1000 tons of non-volatile adhesives

R 5.-- per ton for quantities of non-volatile adhesives in excess of the above.

If it is impossible for us to exploit this process, the unrestricted patent rights will be restored to Apel. The contract will last for the period of the A 71 761 registration i.e. until November 1951.

15) Membranite.

Kuehne.

Agreement with the Firm Roehm & Haas, Philadelphia.

We grant to Roehm & Haas the exclusive license on our patents in U.S.A. and Canada, inasmuch as they refer to liquid dispersions of alkylid resin with drying qualities, and we are granting Roehm & Haas technical aid within the scope of the agreement. - We reserve to ourselves the right to produce and sell, ourselves, within U.S.A. and Canada the products which come within the scope of this contract. Roehm & Haas shall pay in return a license fee of 5% on the net sales price for the calendar years from 1935 to 1949 inclusively. For the years 1936 until 1940 the following minimum licenses have been agreed upon:

1936	-	\$	2.000.--
1937	-	\$	4.000.--
1938-1940	-	\$	6.000.-- each year.

These payments are protected against a fall in the Dollar rate of exchange by connection with definite sales quantities.

16) Plastics.

Acquisition of a share in Cellobold Ltd.
and Rockhard Ltd., London.

In order to gain an appropriate turnover for our new plastics on the British market, a share in Cellobold Ltd. and Rockhard Ltd., London of 50% each is considered expedient. This interest is equal to a capital investment of approximately £ 25.000.--. The acquisition of a share in Cellobold appears to be advisable in order if necessary to ensure for I.G. a permanent share in the British plastics business by the supply of raw materials, in case at some time ready-made products can no longer be imported.

Rockhard, a bakelite factory, forms a technical unit with the Cellonold (Dependence with regard to power, auxiliary materials and administration). An interest in these firms would make available for sale a complete assortment of plastics.

- 17) Manufacturing of ammonium sulphate by the contact process.
License agreement with Basag-Moguin, Berlin, and Schneider
Dr. C. Otto & Co., Bochum.

The process, developed by Leuns, for the utilisation of the sulphur occurring as hydrogen sulphide in gases which contain mainly ammonia-coking gases- is based on the conversion of hydrogen sulphide into SO_2 by adding air over contact materials at high temperature without burning any large quantities of other gases. The SO_2 formed is obtained as ammonium sulphite-bisulphite-thiosulphate solution by washing together with the ammonia of the gases. After its acidification with a little sulphuric acid this solution is converted into ammonium sulphate and sulphur by heating.

As favorable results from an industrial point of view have been obtained by a pilot plant in duels, the entire coking plant of the Auguste-Viktorie Mine will be converted to the new process. With a view to further industrial experimentation, it is intended to grant licenses for this process to the firms Basag-Moguin, Berlin, and Dr. C. Otto, Bochum.

It is planned to carry out part of the process - reaction of ammonia with sulphurous acid to obtain the ammonium sulphite-bisulphite-thiosulphate solution and conversion into ammonium sulphate and sulphur - in a plant of the Nippon Tar in Japan.

The SO_2 sales of the I.G. will not be noticeably reduced by this conversion as the I.G. participated only to a negligible degree in the supply of the 400 000 tons of 60° B \acute{e} sulphuric acid for the manufacture of ammonia in the coking plants. The quantities of 60° B \acute{e} acid which will now be released will not be too heavy a drag on the market because the conversion in the Ruhr area will not take place suddenly, especially as we can count on a further shortage of sulphuric acid in the near future.

18) Feeding experiments with unsaturated fatty acids. Schneider.
Contract of association with Prof. Dr. Skraup, Wuerzburg.

by
Skraup will assist the I.G. giving his advice and expert opinion on cases submitted to him, as also by scientific experimental research concerning certain questions, and will give I.G. the preference when making the results available. In return I.G. will pay him a monthly fee of RM 200.-. The contract starts on 1 July 1936 and expires on 31 December 1937.

Enclosure 1) of the Minutes of the Technical Committee for

20 Oct. 1936.

Aufsichtsrat:

Heuser
A.v.Weinberg
Krekeler

Verwaltungsrat:

Bosch
G.v.Weinberg
Kalle
v.Simson
Schuch

Technical Committee:

Schmitz
ter Meer (Chairman)
Gaus
Gajewski
Heerlain
Pistor
Kuehne
Hermann

Jacobi
Mueller
Scharf
Jaehne
Schneider
Baekefisch
Punga

v.Schmitzler

Walbel
Muehlen
Oster
Weber-Andreas
Mans

v.Knieriess
Bahl
Dencker
Duisberg

Struas (recorder)

Rubber Stamp: Back to the Department of the
Directorate Leverkusen

Minutes

of the conference of the Technical Committee on Tuesday,
12 January 1937, 9:30 a.m. at Frankfurt/Main

Present the gentlemen mentioned in Enclosure 1.

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Rubber Stamp: Signed Brueggemann Illegible handwritten remarks and initials	
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I. New Developments in Color Photography.

Expert.

Since the summer of 1934, when the last report was made on the same subject, color photography has made considerable strides and it may be noted that the A.G.F., true to its old tradition, has taken an important part in the same.

First of all, the additive screening processes (grain and lens screen) were perfected (Agfacolor-Ultra-Plate and Film, as well as lens-screen substandard and thirty-five mm film). The fact that these additive methods possess some defects, despite the high quality of the pictures which they produce, was proved some time ago especially through the large scale experiment of the firm Siemens & Halske A.G., which expended large sums of money in the attempt to introduce the lens-screen process into the moving picture industry.

In addition to thorough investigations in this field, the A.G.F. has already been developing the subtractive process for color photography for some time. The product which was put recently on the market under the name "Agfa-Color-Neufilm" is a multiple layer film which carries three layers of bromide one above the other. These layers are individually sensitive to blue, green, and red and each of them contains a colorless, diffusion-proof dye-stuff component which is - in the same order - the yellow,

the purple, and the blue-green component. The difficulties which had to be overcome before the present success could be achieved are described. At the end, several transparencies and a 16 mm substandard film, which were produced by this process, are shown.

Schneider reported in a special lecture on the structure of the film layers as well as on the chemistry of the dye-stuff components which were developed with the co-operation of the Leverkusen and Hoechst works.

II. Important progress in the Dye-stuff Field since 1933

Bayer.

The lecturer described at the beginning the general situation in the dye-stuff field, as it is seen by the research scientist. With the help of a large number of practical illustrations, the progress made since 1933 in the field of dye-stuffs and auxiliary products for dyeworks is demonstrated. The future tasks of the laboratories will comprise the filling of the gaps which, on close examination can still be seen to exist, furthermore the creation of suitable dyestuffs and processes for the new textile materials and finally it must be always our aim to replace the products, the patent protection of which expires, with better products so as to preserve the leading position of the I.G. for the future also. In this connection it will be necessary to find not only dyes which are faster and consequently in most cases more expensive, but also to create a considerable amount of cheap products which can be applied simply and which can satisfy the practical standard of fastness required.

III. Credits and Dismantling Costs:1) Credit Survey (including affiliated works)

(in Mill.Mk)

	1933 Expenditure		preliminary		brought forward	credits
	1934	1935	figures	1936	1 Jan 37	available
<u>Main Group 1</u>						
Nitrogen	4	9	15	21	49)	3,2
					)	17,3
Gasoline	2	26	19	13	8)	2,9
Miscellaneous						3,0
Mines	6	14	20	30	26	3,6
Total :	12	49	54	64	83	29,0
<u>Main Group 2</u>						
General	3,5	8	8	13	15	7,6
Power	3,5	7	16	16	23	4,8
Inorganics	6,0	9,5	14	18	26	31,4
Metals	-	0,5	2,5	4,5	8,5	1,8
Contractor Plants	1,0	22,0	19,5	9,0	3,5	-
Solvent Plastics	1,0	3,0	6,0	8,0	9,0	4,6
Intermediates	2,5	6,5	9,0	8,0	8,0	5,1
Dyestuffs	3,0	5,0	5,0	7,0	3,0	0,7
Pharmaceuticals	1,5	1,5	2,0	3,0	1,0	1,0
	22,0	63,0	82,0	83,0	97,0	57,0
Schkopau	-	-	-	10,0	17,0	49,4
Total :	22,0	63,0	82,0	93,0	114,0	106,4
<u>Main Group 3</u>						
Fibres and cellulose	1,0	4,0	6,0	29,0	22,0	27,3
Rayon	2,0	8,0	7,0	6,0	2,0	2,4
Photographic Material	1,0	1,0	2,0	4,0	9,0	5,1
Miscellaneous	1,0	3,0	5,0	5,0	3,0	5,8
Total :	5,0	16,0	20,0	44,0	36,0	40,6
<u>Main Group 1-3</u>						
Total :	39,0	128,0	156,0	201,0	233,0	176,0
<u>Depreciations</u>						
	120,0	134,0	135,0	140,0		

III) 2) Credits and Dismantling Costs submitted.

The following sums were submitted for approval:

Credits:			more than RM 100,000.-
1) Nitrogen, Oil, Mines	M	28,986,380.-	26,191,000.-
2) Inorganics, Dyestuffs, Pharmaceuticals	M	107,805,660.-	99,553,078.-
3) Rayon, Photographic material	M	40,586,811.-	36,892,700.-
	M	177,378,841.-	162,636,778.-

Dismantling Costs:

Main Group 1	M	113,000.-
Main Group 2	M	552,925.-
Main Group 3	M	37,300.-
	M	703,225.-

The balance of book values amounting to RM 37,021.-

may be written off as depreciation on the inventory deficit
account.

Notes referring to Credits:

Page 3	Bieback-Montani:	Winding equipment
	M 6,850.-	Repairs.
" 21	Oppau:	Cold tube bending apparatus
	M 8,750.-	Postponed. Ludwigshafen will investigate the necessity of this credit.
" 39	Gersthofen:	VI. Chromic acid system.
	M 175,200.-	Postponed until clarification is obtained from Hoechst and Oppau.
" 39	Gersthofen:	4 rubber-lined storage containers for a total of 300 tons of hydrochloric acid.
		Credit increased from RM 55,000.- to RM 70,000.-
" 41	Ludwigshafen:	Aluminum chloride: 3rd reaction kiln with accessories and a building for 2 kilns.
	M 640,000.-	Postponed.

IV. Miscellaneous.

1) Results of the Engineering Experiments 1936 and New Applications for 1937.

Japhno.

Provisions for total costs for 1937 RM 1,664,800.-
as compared with RM 1,392,000.- in 1936.

Of this total expenditure the following amounts,
checked by the Technical Commission, were earmarked
for special experiments;

General costs to be charged to the Sparten account	RM	218,800.-
Operational overheads of the individual works	RM	8,000.-
furthermore the costs incurred by the Material- prüfungscenter (Material Control Offices) in the large plants which will be charged to the individual works, totalling	RM	1,438,000.-
of which the depreciation and taxes alone amount to		206,000.-

The most important results for 1936 in the field of
engineering developmental and experimental work were
the following:

- 1) Explanation of the salt and silica deposits in the machinery
of the maximum pressure plants which are operated by
chemically softened water. So far, it has proved possible
in at least one of the works to solve these extremely
important problems.
- 2) Further development and procurement of data pertaining to
heat transfer as listed continuously in the Collection of
Heat Transfer Data in Ludwigshafen. - Examination and
development of large turbines for "Terngas".
- 3) The setting-up of an American micronizer mill requires the
construction of an extensive plant, the operation of which
is very expensive and which only achieves the same degree
of fineness in the processing of most materials as is
achieved by other machines. An ultracentrifugal apparatus
for determining the size of particles, which can be built
quickly and at relatively low cost, was fully developed.
- 4) Experience gained in the fields of construction and
physics on dyestuff dryers permit of good operational
steam utilization of less than 2.5 kg steam/kg water.
New Vibration drying has been developed.
- 5) Two types of kneading pumps have been developed for the
continuous liquifaction of thixotropic substances and for
the kneading of pastes under simultaneous subjection to high
pressure.

- 5) Testing of materials: We have good results on the reclaiming of lead and petroleum. A considerable improvement of the enamel for apparatuses from cast iron also took place.

The following experiments are planned for 1937:

- 1) Water softening for extreme pressure steam plants, gas and high temperature heating systems of chemical apparatuses.
- 2) Improvement of steam jet apparatuses for vacuum and low temperatures.
- 3) Work on evaporators and dryers.
- 4) Measurement and regulation problems, especially small dosage apparatuses for continuous processes and a drying cabinet regulator.
- 5) Progress in the application of distillation and development of short columns.
- 6) High temperature heating under use of a protective gaseous atmosphere, strain measurement on movable machine parts.
- 7) Development and investigation of heat conducting alloys, corrosion experiments, enamel.

2) Alkyd resin.

Seidel

Agreement with the Firm Louis Blumer, Zwickau concerning Patent No. 578 469.

We already have agreements with the firm Louis Blumer, Zwickau in the field of alkyd resins. The firm owns in this field a German patent No. 578 469, according to which up to about 10 % of a condensation product which consists of polyvalent aliphatic alcohols, polyvalent organic acids and natural resins or fatty oils, respectively fatty acids just which condensation product is soluble in fatty oils, respectively oil varnishes shall be added to oil varnishes or oil varnish paints. Blumer is prepared to grant to us and to our

Document ter Meer No. 79

Exhibit No.

customers the use of the patent against the payment in a lump sum of RM 1000.- and against a refund of half of the momentary patent fees. Even if ^{it} is our opinion that a process in accordance with this patent does not possess much practical value, we are interested in the license in as far as we can by it enable our customers to use also the small quantity of alkyd resin for which Blumer owns patent rights.

3) Aniline Resin.

Soidol.

Agreement with Ciba.

An agreement with Ciba shall be concluded on the manufacture and use of aniline resins, that means of condensation products produced from aromatic amines and aldehydes. Ciba owns a series of patents in this field of which in particular the patent for the production of aniline resin - hard paper for electrical purposes has been proved to be economically important. The contract gives us a monopoly for Germany in the manufacture and use of aniline resin or aniline resin products. We shall pay according to it a license fee of 7,5 % of the net sales price and bind ourselves to furnish aniline resin products to Ciba at a special price. It is also provided to exchange experiences with Ciba. In case that we should not have developed the products which are subjects of the contract within a reasonable period, Ciba will have the right to convert the exclusive license for the field concerned into a simple license. In this case the license will decrease to 3 3/4 %. The agreement shall be concluded first for the duration of 10 years.

4) Adhesive.

Soidol.

Agreement with Dr. W. Riedel, Dresden.

Riedel owns the patent application B. 93 021 by which the use of higher molecular aliphatic or aromatic bases is protected as agents for the improvement of the adhesiveness of bituminous binding media to minerals. Since this application also embraces the valuable adhesives for bitumen invented by us, the following settlement with Riedel shall take place: Riedel will cede to us all rights to his patent application B 93 021 of which he can dispose freely and will have the application registered under our name. We receive the right of eventually applying for protective rights abroad.

We will pay to Riadal in return once the sum of RM 2,500.- . RM 1,250.- will be payable immediately after the transfer of the application, the remainder after the German patent will be granted.

5) Manufacture of Complex Iron Compounds and their Investigation.

Contract of Association with Prof. Dr. Brintzinger, Jena. Seidel.

Brintzinger binds himself, according to the contract of association to be concluded with him, to do scientific work on problems which we call to his attention, to give us first choice to acquire those results of his research work which offer the prospect of utilization in practice and to publish papers with our consent only. The main idea is to let Brintzinger work on the manufacture and investigation of complex iron compounds which are in question as iron tanning agents or as starting products for them. We would pay in return a yearly fee of RM 1,800.- .

6) Activities of the Agricultural Department, Ludwigshafen. .

Contract of Association with Georg Lubor,
Strasslach near Muenchen. Schneider.

Lubor binds himself according to the contract to convert his estate Margaretenhof in cooperation with us into a model farm and to make it available for inspection, as also to cooperate otherwise in the activities of the Agricultural Department Ludwigshafen. He shall receive for it a yearly compensation of RM 6,000.-. In order that Lubor be enabled to make the repairs necessary for his farm we granted him a loan without interest of RM 4,000.- which he shall repay within 4 years.

The contract will run first until 30 September 1938.

7.) Extraction of gonadotropic substances from the suprarenal glands.

Hermann

Agreement concluded with Privatdozent Dr. Hoffmann, Duesseldorf.
Hoffmann is working on the extraction of gonadotropic substances from suprarenal glands. It is intended to conclude an agreement with him in which he will undertake to make the results of his work available to us. If commercial production should result from his work, Hoffmann is to receive a turn-over participation of 2 per cent of the net invoice value in the case of patent^{ed} products for the duration of the patent, and 1 per cent in all other instances for a period of 15 years.

8.) Preparation of Ascorbic Acids and in particular of Vitamin C.

Agreement concluded with Prof. Dr. Helferich, Leipzig.

Hermann

Professor Helferich is the holder of the patent D.R.P. (German Reich Patent) No. 637 448 for the manufacture of ascorbic acids and particularly of vitamin C. The process consists substantially in the condensation of glyoxyl acid ester with aldo-sugar. It is intended to conclude an agreement with Professor Helferich with the object that he transfer to us the aforementioned patent and any other kindred patent rights at home and abroad, against a profit participation arising from the sale of such products as are manufactured according to his process and then marketed.

9.) Preventol as a Preservative for Raw Hides and Skins.

Acquirements of the German Reich Patent No. 566 338 from the Chemische Fabrik Pott & Co., (Firm-Capitz.)

Kuehne

We intend to market one of our Preventol items as a preservative for raw hides and skins. The use of such a product for the purpose mentioned falls under the patent DRP No. 566 338, which is held by the Chemische Fabrik Pott & Co. This patent has already been available to us in part. According to the agreement, Pott transfers the German Reich Patent 566 338 and the corresponding

Canadian Patent to the fullest extent to us, retaining a non-negotiable license free of charge. In compensation, Fott is to receive a license fee of 3 Pfennig per kg for wetting agents supplied for the utilization of this process, provided these wetting agents do not include Nekals or Nekal-like products, plus payment for the current patent fees for the German patent.

10.) Accomplishing a gastight and watertight insulation of junction boxes of cable-like lines and increase of the breakdown-resistance of electric wiring.
Acquisition of a license on the basis of the German Reich Patent 629 964 and additional application filed by Walter Hansigk Jr., Langenweddingen.

Kuehne

Hansigk has offered to let us have the right of using the patent mentioned above, as well as the patent rights covered by the additional patent application against a single payment of RM 500.--.

The processes consist in spraying an insulating material on the clamp screw already installed in the branch boxes of cablelike lines. The purpose of this is to cover the bare and insulated charged parts of the wire. According to the patent and the additional patent application the objective attained is a "perfectly air-tight insulation safeguarded against short circuits to the ground" and, at the same time, in view of the high adhesiveness of the spraying materials, a safeguard against the loosening of screw connections.

Nibren wax is used for carrying out the process. For commercial reasons it is recommended that the right of using this process be acquired.

Enclosure 1) to the T E A Memorandum of 12 January 1937.

Aufsichtsrat :

vom Rath
Haeuser
A.v. Weinberg

Verwaltungsrat :

Kalle
v. Simson
Schuen

T e a :

ter Meer (Vorsitz) Chairman
Gajewski
Pistor
Kuehne
Hermann
Mueller
Seidel
Scharf
Jaehne
Schneider
Bootsfisch
v. Schnitzler
Weibel
Walther

Brueggemann
Doncker
Kreuzlein
Egert
Schneider
Boyer

Wiegand
Wolff
Kugler
Weigandt
Kuepper
Duisberg

Struss (Schriftfuehrer) Secretary

Handwritten remarks: Apartments I.G. in all 23000 apartments for members of the staff = 210 Millions Mark.

A g e n d a

of the conference of the Technical Committee on Tuesday,

13 April 1937, 9:30 a.m. at Frankfurt/Main, Administration Building.

- | | |
|---|------------------|
| I. <u>Social Survey.</u> | <u>Selck</u> |
| II. <u>Tasks of the Duisberger Kupferhaette in the Four Year Plan.</u> | <u>Wolf</u> |
| III. <u>Sulphuric Acid and Sulphur.</u> | <u>Wurster</u> |
| IV. <u>Credits and Disassembling Costs.</u> | |
| V. <u>Miscellaneous:</u> | |
| 1.) <u>Emulsion Polymerisates of Acrylic Acid Ester/ Methyl ester of Acrylic Acid.</u> | <u>Seidel</u> |
| Agreement with I.C.I. | |
| 2.) <u>Manufacturing of Drying Oils from Castor Oil.</u> | <u>Seidel</u> |
| License agreement with Hoburn Degrassing Co. of New Jersey concerning US' patent 1 892 258. | |
| 3.) <u>Manufacturing of Amino Oxides.</u> | <u>Seidel</u> |
| Agreement with Ciba. | |
| 4.) <u>Tanning Agents.</u> | <u>Seidel</u> |
| Contract of association with Prof. Dr. A. Kuentzel, Darmstadt. | |
| 5.) <u>Production of Phenol and Toluene and their Homologues.</u> | <u>Schneider</u> |
| Agreement with I.C.I. | |
| 2 Initials crossed out in original | Initials |

- 6.) Manufacturing of Drying Oils from Castor Oil. Schneider
License agreement with Herm. Wuelfing L.G.,
Wuppertal-Vohwinkel.
- 7.) Washing and Cleaning Process. Schneider
Agreement with the firms Caillé & Lebelt
and Julius Robert Zink, Koenigsberg.
- 8.) Lining of Tank Installations. Schneider
Agreement with the Firm Emil Muechler,
Duesseldorf.
- 9.) Manufacture of Dosing Balances. Schneider
Agreement with the Firm Carl Schenck G.m.b.H.,
Darmstadt.- D.F. 641 295 -
- 10.) Low Pressure Ring Balance for the Measuring of Gases. Schneider
Agreement with the Firm J.C. Eckhardt L.G.,
Stuttgart-Gannstett.
- 11.) Device for the Feeding of Combustion
Engines with Pressure Gas. Schneider
Agreement with the Firm Société Anonyme des
Anciens Etablissements Farber & Lévassor
in Paris.
- 12.) Distributor for Mill Furnaces. Schneider
Agreement with the Maschinenfabrik Buckau
R. Wolf L.G., Magdeburg.
- 13.) Coating Materials. Schneider
Contract of Association with Dr. Fr. Schen-
ker, Ludwigshafen.
- 14.) Colloidalchemical Investigations of Soap Solutions. Schneider
Contract of Association with Dr. Kurt Wahl,
Handwritten: 7200.-
Berlin-Schlechtensee.
- 15.) Feeding Experiments with Fats from Fatty Acids Schneider
produced from Paraffin Wax.
Contract of Association with Fr. Dr. Skraup,
Wuerzburg.

16.) Exhaustion Measurements. Schneider

Contract of Association with Prof. O. Hahn, Berlin
Handwritten: 1000.-

17.) Determination of Gases. Schneider

Contract of Association with Prof. Dr. Y. Kauko,
Helsingfors. Handwritten: Preservation with CO or CO₂ 4000.-

18.) Manufacturing of Lubricating Oils from
Ethylene with Aluminum Chloride. Schneider

Purchase of the DMI. 402 990/Usines de Kalle.
Handwritten: 25000.- + 4 x 10000.-

19.) Manufacturing of Hydrogenated Gases. Hermann

Agreement with Howard & Sons, London
Brit. Patent 306 414.

20.) Removal of Arsenic and Antimony Compounds from
Oils and Gases. Hermann

Purchase of the A. Licenses D 70 995 IV a/bc E
and D 71 275 IV b/c (1) from Dr. Diemler, Muenchen.

21.) Use of Fluorine Substitution Products of Aliphatic
Hydrocarbons as Insecticides. Hermann

Hand-written (Translator's remark: Evidently mistake in the original.
Remark: actual meaning: Use of Fluorine-Substituted Hydrocarbons
for Insecticides).
Difluoropentane Purchase of the process from Dr. Krefft, Hamburg,
from pet- Lehm 19.
roleum

22.) Coating of specifically Shaped Medicaments with a
Roughening Layer. Hermann

Purchase of a process from Dr. Hees, Wiesbaden.

23.) Production from chaff of Substances which lower
the Blood Sugar. Hermann

Purchase of a process from Dr. Greiff, Berlin.

24.) Medicaments effective against infectious Diseases
by influencing the Fermentation Process in the Blood. Hermann

Agreement of Association with Dr. med. Scholz (Scholz M.D.),
Frankfurt/Main.

25.) Yatren -Vaccine. Hermann

Agreement with Frau Pfeiffer, Jena.

Rubber Stamp: Department of the
Directorate
Leverkusen
22 April 1937

Minutes.

of the conference of the Technical Committee on Tuesday
13 April 1937 9:30 a.m. at Frankfurt/Main.

Present the Gentlemen mentioned in enclosure 1.

	<u>Pages:</u>
I. <u>Social Survey.</u>	2
II. <u>Tasks of the Duisberger Kupferhütte in</u> <u>the Four Year Plan.</u>	3
III. <u>Sulphuric Acid and Sulphur.</u>	4
IV. <u>Credits and Dismantling Costs.</u>	5/6
V. <u>Miscellaneous:</u>	
1.) <u>Polymerisation of Emulsified Ester of Methacrylic Acid.</u> Agreement with I.C.I.	7
2.) <u>Manufacturing of Drying Oils from Castor Oil.</u> License agreement with the Moburn Degreasing Co., of New Jersey concerning USA-Patent 1892258.	7
3.) <u>Oxides of Secondary and Tertiary Amines.</u> Agreement with Ciba.	8
4.) <u>Tanning Agents.</u> Contract of Association with Prof. Dr. A. Kuentsel, Darmstadt.	8
5.) <u>Production of Phenol and Toluene and their Homologues.</u> Agreement with I.C.I.	8/9
6.) <u>Manufacturing of Drying Oils from Castor Oil.</u> License Agreement with Herm. Wuelfing A.G., Wuppertal-Vohwinkel.	9
7.) <u>Washing and Cleaning Process.</u> Agreement with the Firm Cailla & Lebelt and Herr Julius Rupert Zink, Königsberg.	9/10
8.) <u>Lining of Tank Installations.</u> Agreement with the Firm Emil Muechler, Düsseldorf.	10
Initials 9.) <u>Manufacture of Dosing Balances.</u> Agreement with the Firm Carl Schenck G.m.b.H. Darmstadt.- DRP 641 295.	10/11

- | | | |
|------|--|-------|
| 10.) | <u>Low Pressure Ring Balance for the measuring of Gases.</u>
Agreement with the Firm J.C. Eckardt A.G.,
Stuttgart-Cannstatt. | 11 |
| 11.) | <u>Device for the feeding of Combustion Engines with Pressure Gas.</u>
Agreement with the Firm Société Anonyme des Anciens
Etablissements Panhard & Levassor, Paris. | 11/12 |
| 12.) | <u>Distributor for Mill Furnaces.</u>
Agreement with the Maschinenfabrik Buckau
R. Wolf A.G. Magdeburg. | 12 |
| 13.) | <u>Coating Materials with a Phosphoric Acid Base.</u>
Contract of Association with Dr. Fr. Schamberger, Lu. | 12 |
| 14.) | <u>Colloidochemical Investigations of Soap Solutions.</u>
Contract of Association with Dr. Kurt Wohl,
Berlin-Schlechtensee. | 12 |
| 15.) | <u>Feeding Experiments with Fats from Fatty Acids produced from Paraffin Wax.</u>

Contract of Association with Prof. Dr. Sraup, Wuerzburg. | 13 |
| 16.) | <u>Determination of the Interior Surface of Solid Substances.</u>
(Emanation Method)
Agreement of Association with Prof. O. Hahn, Director of the
Kaiser-Wilhelm-Institut fuer Chemie, Berlin | 13 |
| 17.) | <u>Determination of Gases and Preservation of Green Fodder in Silos.</u>
Contract of Association with Prof. Dr. Y. Kauke, Helsingfors. | 13 |
| 18.) | <u>Manufacturing of Lubricating Oils from Ethylene with Aluminum Chloride.</u>
Purchase of the DRP 402 990 / Usines de Melle. | 13/14 |
| 19.) | <u>Manufacturing of Hydrogenated Alkines.</u>
Agreement with Howard & Sons, London, Brit. Patent 206 414. | 14 |
| 20.) | <u>Removal of Arsenic and Antimony Compounds from Ciders and Wines.</u>
Purchase of the Applications D 70 995 IVa/6c B and
D 71 275 IVa/6c (1) from Dr. Diemair, Muenchen. | 14/15 |
| 21.) | <u>Use of Fluorine Substituted Hydrocarbons for Insecticides.</u>
Purchase of a Process from Dr. Krefft, Hamburg, Lohhof 19. | 15 |
| 22.) | <u>Coating of specifically Shaped Medicaments with a Roughening Layer.</u>
Purchase of a Process from Dr. Reas, Wiesbaden. | 15/16 |

23.) <u>Production from Chaff of Substances which lower the</u> <u>Blood Sugar.</u> Purchase of a Process from Dr. Broiff, Berlin.	Page: 16
24.) <u>Medicaments effective against Infectious Diseases by</u> <u>Influencing the Fermentation "irror in the Blood.</u> Contract of Association with Dr. med. Scholz (Scholz M.D.), Pfm.	16
25.) <u>Yatren-Vaccine.</u> Agreement with Frau Pfeiler, Jena.	17
26.) <u>Improved Claus Process.</u> Contract with 1.) Hemag-Meguin A.G., Berlin 2.) Dr.C. Otto & Co. G.m.b.H., Bochum.	17/18

I) Short Summary of Social Conditions.

Selck

With the help of the charts and tables the development of the staff during the last years was discussed. A statement was handed out to all those present, which showed the development of the staff according to the various production groups and branches in 1936. The increase in the staff amounted to 11.5% and was in proportionate ratio to the increase in production and turnover.

Weiss reported in addition on the social achievements of the I.G., especially in connection with the building of homes. Great attention is paid to small farms which make the worker settle down on his own lot and soil and raise his standard of living through the harvest of the soil and the raising of poultry and small animals.

II) The tasks of the Duisburger Kupferhütte in the Four Year Plan.

Wolf.

After a historical summary of the development of the Duisburger Kupferhütte, the lecturer discussed the three main tasks of the company:

- 1) Supplying the connected sulphuric acid factories with iron pyrites and utilization of the reclaimed roasted pyrites.
- 2) Extraction of non-ferrous metals.
- 3) Production of an agglomerate of high value.

(2) (wing to the catastrophic drop in the price of copper, the second task of the Duisburger Kupferhütte became gradually more important. In addition to the extraction of copper and silver, the recovery of sulphate, zinc and cobalt from the final solution was added in 1923. Furthermore, recently the extraction of gold and of lead was added, and as a result today the Kupferhütte represents a noteworthy factor in German metal foundry production. Through creating these new extraction processes the economic foundation of the plant was firstly strengthened and secondly the over-all costs and with them the cost of the sulphur favorably influenced.

In order to carry out the tasks which were delegated to the Duisburger Kupferhütte within the framework of the Four Year Plan, an increase in the roasting from 550,000 to 950,000 tons per year is planned for the years 1937-39. The new constructions will require an expenditure of 24 Mill. Marks, of which 5 millions have been already agreed to and 7,5 more are before the T.E. today. For 1937 there are approximately 10 millions still to be expected.

At the end, Wolf discussed the financing of the newly invested capital.

III) Sulphuric Acid and Sulphur

Wurster.

Wurster gave a survey of the raw material supply in the fields of sulphur and sulphuric acid in Germany. At the present, with a turnover of approximately 1,2 Mill. tons of sulphur, the situation is such that approximately 50% are delivered from domestic and 50% from foreign sources. The production of approximately 2 million tons of SO_3 in Germany, which is planned for 1938, - added to the processing of approximately 300,000 tons of pyrite for the cellulose factories - can be supplied only up to approximately 25% from domestic sources. A thorough analysis of the German consumption of sulphuric acid leads to the conclusion that, taking an over-all view, a number of large consumers could economize in considerable amounts of sulphuric acid, as for instance ammonium sulphate, sulphate for the production of muriatic acid, SO_3 for the manufacture of synthetic fibres, and superphosphate through reclamation processes or by changing over to other processes. These measures, however, will prove themselves to be effective only in the course of years.

The present shortage of sulphuric acid is above all a result of the premature starting up of large branches of industry consuming SO_3 , such as the manufacture of synthetic fibres, ammonium sulphate and explosives, since the starting up of new plants manufacturing SO_3 could not be done on time on account of shortages of materials.

In the same way as for the whole of Germany, Wurster gave a detailed description of the sulphuric acid situation within I.G. and discussed the individual groups of consumers and the technical measures for increasing production.

In the case of elementary sulphur, the fulfilment through domestic production of the present annual demand of approximately 100,000 tons of sulphur, will be possible until about the end of 1938 in Germany; an additional production of up to approximately 200,000 tons of sulphur from the low temperature distillation of

coal and the like, is technically feasible.

IV) Credits and Dismantling Costs.

The following amounts were submitted for approval:

<u>Credits:</u>		amounting to over <u>100,000.— RM</u>
1) Nitrogen, Cils, Mines	RM 35,138,208.—	32,458,000.—
2) Inorganics, Dye-stuffs Pharmaceutics	" 60,818,607.—	50,449,900.—
3) Artificial sil., Photography	" 15,328,455.—	12,842,500.—
	<u>RM 111,285,270.—</u>	<u>95,750,400.—</u>
<u>Furthermore "backer:</u>	<u>RM 1,354,000.—</u>	<u>1,137,500.—</u>
<u>Dismantling Costs:</u>		
Main Group 1	RM 13,500.—	
Main Group 2	" 663,030.—	
Main Group 3	" 98,000.—	
	<u>RM 774,530.—</u>	

In view of the fact that it would be impossible to deal with the present loan applications in addition to the projects which had already been approved, at the same time or within a foreseeable period, the following was decided:

From the applications submitted, which amount to RM 111,3 Mill. only the following items must be dealt with at first:

- 1) Urgent replacements,
- 2) Requisitions which are already approved by the heads of the Sparten,
- 3) Construction projects which were definitely pledged to the Office of German Raw and Industrial Materials.

In every branch an investigation is to be started at once to determine which of the submitted applications can be set aside. Moreover it ought to be determined whether construction projects already approved, which have not yet been started or have progressed only very little, could be postponed.

Credit Identification 1936 (2 enclosures)

In the enclosure we submit an extract of the credit identification for 1936.

Comments to the Credits:

Page 4 Frechen: Setting up of two sackstacks in steel frames for the W IV Factory.
RM 25,000.-- Repair work.

" 17 Horseburg: Catering establishment for the workers: items of equipment.
RM 5,000.-- Repair work.

" 35 Verdingen: Construction of three one-family homes RM 120,000.--
Tek: proposed to erect duplexes instead of the one-family homes.

" 36 Verdingen: Garage for 20 privately-owned cars RM 14,000.--
Verdingen has its credit reduced from RM 21,000.-- to RM 14,000.--.

To this are added:

Sales Combine Frankfurt

1 Maybach-Fullmann Limousine RM 19,843.--

Sales Agency Stuttgart

1 Mercedes-Benz Limousine RM 5,915.--

Sales Agency Hannover

1 Wanderer-Fullmann Limousine RM 5,500.--

Compounding plant Cgi (Japan)

RM 15,000.-- to 20,000.--

Mackay

Carbide furnace Mueckenberg	RM 250,000.--	I.G. 's share
Ferrichromium Furnace for 3000 kWh	RM 100,000.--	(supplement)
Dehydrogenation plant Burghausen	RM 20,000.--	
15 Mercury Cells	RM 225,000.--	

V) Miscellaneous.

1) Polymerisation of Emulsified Esters of Methacrylic Acid.

Seidel

Agreement with I.C.I.

In order to eliminate overlapping in the field of patents; the following agreement should be concluded with I.C.I. (Imperial Chemical Industries): I.C.I. obtains a free but not exclusive license to our British Patent No. 358,534, on the other hand they grant us the same rights to their German Patent Application J. 50,841. If we should use the license also for the polymerisation of other vinyl-esters besides the ester of methacrylic acid, then we have to pay RM 0,04 per kg of the polymerisate. The same amount has to be paid for using application J. 45,654 which was licensed to us by the I.C.I., and which deals with the production of the ester of methacrylic acid from acetone cyanhydrine through treatment with sulphuric acid and methanol at a higher temperature. The licenses shall be granted for the life of the patents.

2) Manufacture of Drying Oils from Castor Oil.

Seidel.

Licensing agreement with the Weburn Degreasing Co.,
of New Jersey, U.S.A. - Patent No. 1,892,256.

The above named company is to obtain an exclusive, not transferable license for U.S. Patent 1,892,256 for the manufacture of drying oils from castor oil, with the exclusion of the production of lubricating oil from castor oil which is also covered by the patent. The license fees amount at net sales prices of 18 ¢ per lb. or more, to 6,4 ¢ per lb. at a lower net sales price to one third of a cent per lb. Weburn guarantees the payment of \$ 3,333.— for the first year, \$ 7,500.— for the second year, and \$ 10,000.— for each of the following years for the duration of the agreement.

- 3) Oxides of Secondary and Tertiary Amines. Seidel.
Agreement with Ciba. (Chemische Industrie Basel).

The production of amine oxides is reserved for Ciba in Switzerland, England, Netherlands, Czechoslovakia and Japan, and for the I.G. in Germany and in France. In order to carry out the process ^{in practice} an agreement should be made according to which Ciba is to acknowledge our priority in the U.S.A. For all other countries, an agreement should be made in such a manner that the company which owns a patent in that certain country should grant a license to the other company against the payment of a small license fee.

- 4) Tanning Agents. Seidel.
Contract of Association with Prof. Dr. Kuentzel, Darmstadt.

A contract of association should be made with Kuentzel, the head of the Institute of Tanning Chemistry at the Technical College of Darmstadt, first of all for two years. The results of his investigations in the field of tanning agents which show the prospect of practical usage, should be offered for sale to us in the first place, even if they were not begun upon our suggestion. Publications should be made only with our approval. The remuneration should amount to RM 2400.- per year.

- 5) Production of Phenol and Toluene and their homologues. Schneider.
Agreement with I.C.I.

The agreement which is in force with the I.C.I. in the field of hydrogenation of coal should be extended to cover also the production of phenol, toluene and their homologues, in so far as these products are obtained from hydrogenation under pressure. I.C.I. and the I.G. grant one another mutual and free licenses with the understanding

that these licenses are exclusive ones for the British empire for I.C.I. and for the rest of the world for the I.G.

6) Manufacture of Drying Oils from Castor Oil. Schneider.

License Agreement with Herrn. Wuelfing A.G., Wuppertal-Vohwinkel.

The firm of Wuelfing A.G. should be granted a license for our DRP No. 529 557 for their own use and for that of their two subsidiary companies in Hamburg and in Berlin, for the production of drying oils from castor oil. The license fee should amount to RM 20.- per ton of processed oil. The minimum rate of levy should amount to RM 500.- for the first year and RM 1000.- for each succeeding year. The duration of the agreement should be at first five years and afterwards, if no notice is given, extended from one year to the next. The auxiliary materials which are necessary to carry out the process shall be bought from us.

7) Wash and Cleaning Process. Schneider.

Agreement with the firm Gaille & Lobelt and Herr Julius Rupert Zink, Koenigsberg.

The above-named company possesses a Patent application, C 47 980 IVc/81 from 8 August 1933, for a process of washing and cleaning in which the objects to be cleaned are first treated with solutions of oil-soluble emulsifiers in fat-dissolving agents and afterwards are washed with water or watery solutions of usual cleaning agents without being subjected to intermediate drying. In this process first of all, oil-soluble emulsifiers are used which are similar to the Emulphor or Soromine put on the market by ourselves. Since the process gives good cleaning results and since we are interested in purchasing the same in order to promote the sales of our oil-soluble emulsifiers which are already on the market, the following agreement should be made with the company: The application C 47 980 is to be transferred to us with the right to apply for Patents abroad

and with the understanding that the present owner retains a simple license which cannot be transferred. We pay for the same once and for all RM 1300.- in two equal parts; the first half of which is to be paid at the conclusion of the contract, whereas the second half is to be paid when the final patent is granted for the application.

8) Lining of Tank-installations.

Schneider.

Agreement with the company Emil Maechler, Duesseldorf.

An agreement should be concluded with the above-named company concerning our process for the protection of the inside walls of piping and storage tanks against corrosion for which a patent application has been made and which would permit the company to line storage tanks in accordance with our process. The process consists of applying a layer of concrete to the internal surfaces which must harden in an atmosphere which is saturated with water vapor and is subsequently treated with fluosilicate. The agreement does not refer to the lining of piping. The license fee amounts to RM -.25 for every square meter of surface thus treated. If the patent is not granted, then the license fee should amount to RM -.15 or in certain circumstances to less than that. The lining of equipment built for ourselves or for companies which are affiliated with us, is free of charge. We retain the right to grant further licenses and to carry out the process ourselves for our own installations.

9) Manufacture of Dosing Scales.

Schneider.

Agreement with the firm Carl Schenck G.m.b.H.
Darmstadt, DRP 641 295.

The firm Carl Schenck G.m.b.H. in Darmstadt is to obtain the exclusive right to manufacture dosing scales by our DRP No. 641 295 in Germany and the right to sell these at home and abroad. Schenck is to make at the conclusion of the agreement a single payment of RM 5000.- and as license fee

pay 10 % of the net-invoice-amount of every dosing scale sold. We and the companies affiliated with us shall obtain the dosing scale at a preferential price and we obtain besides the right to build ourselves the scales for our own use or to have them built through other companies, in case we should not be satisfied with the scales as built by Schenck. The exchange of experimental data is provided for.

10) Low-pressure Ring-Balance for the Measuring of Gases. Schneider.
Agreement with the firm I.C. Eckardt A.G., Stuttgart-Cannstatt.

The firm J.C. Eckardt A.G. is to receive the non-exclusive right to build a low-pressure balance for measuring gases which was developed by us at first for four years, for which there is not patent or design protection existing. We are to hand over to the firm Eckardt all our know-how, drawings, etc., in return for which Eckardt pays once the sum of RM 2000.- and a license of RM 30.- for every balance sold. The down payment will be accounted for, up to the amount of RM 1000.- per year, at the current rates. No levy has to be paid for deliveries to us and to the firms which are affiliated with us. Besides, for these deliveries a special rebate will be granted, the amount of which has yet to be determined.

11) Device for the Feeding of Combustion Engines with Pressure Gas. Schneider.
Agreement with the firm Société Anonyme des Anciens
Établissements Panhard & Levassor in Paris.

The firm Société Anonyme des Anciens Établissements Panhard & Levassor, Paris, owns a Patent No. 560 070 which refers to a device for supplying combustion engines with pressure gas. Since the apparatus as defined by the patent, according to the present status of technology can scarcely be dispensed with for the economical operation of motors with gas under pressure, the patent should

be purchased for the single payment of RM 5000.—.

12) Distributor device for Mill-Furnaces. Schneider.

Agreement with the Maschinenfabrik Buckau R. Wolf A.G.,
Magdeburg.

In order to turn to account the distributor for mill-furnaces which was invented in the Leuna Werke, (bucket-wheel distributor), Buckau-Wolf is to obtain the exclusive right for the manufacture and for the sales of the equipment in return for the payment of RM 2000.— at the conclusion of the agreement and of 5 % of the net sales price for the duration of the protection for the device for which application has been made. The license shall amount to seven and a half percent if the device is delivered to us or to companies which are affiliated with us. We obtain for ourselves and for the companies which are affiliated with us the right to build the device ourselves for use in our own installations.

13) Coating Materials with a Phosphoric acid base. Schneider.

Contract of association with Dr. F. Schanberger, Ludwigshafen.

The contract of association which has existed since July 1935 in the field of coating materials with Schanberger, is to be extended by raising the remuneration from RM 400.— to RM 500.— per month, with the stipulation that all other inventions which Schanberger makes in other fields should also belong to us, if they were accomplished with the help of our suggestions and our aid.

14) Colloid chemical investigations of Soap Solutions. Schneider.

Contract of association with Dr. Kurt Wohl, Berlin-Schlachtenace.

The contract of association which had been concluded with Wohl and which was to expire at the end of March, in the field of determination of the condition of diluted soap solutions, is to be renewed and the monthly remuneration to be raised from RM 300.— to RM 500.—

- 15.) Feeding Experiments with the Fats from Fatty Acids, Schneider
derived from Paraffin Wax.
Agreement of Association with Prof. Dr. Skraup, Wuerzburg.

Skraup, with whom we have concluded a co-operation agreement concerning feeding experiments with fats derived from our paraffin wax acids, shall, up to the conclusion of these experiments, i.e. for about 3 months, have placed at his disposal, the sum of RM 185.-, as the fee for his co-worker Dr. Schorn.

- 16.) Determination of the Interior Surface of Solid Substances.
(Emanation Method) Schneider

Agreement of Association with Prof. O. Hahn,
Director of the Kaiser-Wilhelm-Institut fuer Chemie in Berlin.
operations/
Measuring/conducted according to the so-called emanation method,
developed by Hahn heretofore been paid for separately. It is
contemplated having such measuring conducted on a large scale
and that a lump sum of RM 1,800 a year be paid for it.

- 17.) Determination of Gases and conservation of Green Fodder
in Silos. Schneider

Agreement of Association with Prof. Dr. Y. Kauko, Helsinki.
An Agreement of Association is to be concluded with Kauko against
payment of RM 4000.- to cover provisionally one year. The main
objectives are the determination of the existence of small
quantities of gases (particularly CO₂) in the air and the conser-
vation of green fodder in silos by means of CO or CO₂.

- 18.) Production of Lubricating Oils from Ethylene with Aluminum
Chloride. Schneider

Acquisition of the German Reich Patent No. 402,990/
Usines de Melle.

The above patent hampers the utilisation of the process we
developed for the production of lubricating oils from ethylene
with aluminum chloride, and we wish to acquire this patent against
a lump sum payment of RM 25,000, plus RM 3,000 as

reimbursement for patent expenses incurred by Malle up to the present time, and a yearly payment of RM 10,000 for the remaining 4 years of the duration of the patent.

19.) Manufacturing of Hydrogenated Amines.

Hermann

Agreement with Howards & Sons, London.
British Patent No. 306 414.

This firm applied to us for the granting of a license on the above mentioned British patent which concerns the production of hydrogenated amines (Cyclohexylamine and dicyclohexylamine). We made a proposal to this firm to supply them with cyclohexylamine, which however, was rejected. In order to avoid compulsory licensing, we wish to grant H. & S. a non-exclusive license for the manufacture of cyclohexylamine and its derivatives. The products must not be sold for photographic use and must not be exported from England. In compensation, we are to receive 12½% of the turnover and a minimum license is to be guaranteed from the second year.

20.) Removal of Arsenic and Antimony Compounds from Ciders and Wines.

Purchase of the Applications No. D 70 995
IVa/6c E and No. D 71 275 IVa/6c (1) by Dr. Diemair,
Munich.

Hermann

The applications concern the removal of arsenic and antimony compounds from wine and cider by means of porous filter substances, which are covered by colloidal iron-3-hydroxyde or finely pulverized, newly annealed iron-3-oxyde. These applications are of interest to us because of our de-arsenizing agent "Prestal" and our corresponding patent applications. Diemair is to receive in compensation a single payment amounting to RM 3000. In addition, we will be responsible for RM 500 of the costs incurred by

the Seitz-Works GmbH, Bad Kreuznach, in connection with the development of the process, which amount Diemair is willing to pay in view of the fact that Seitz-Works have declared themselves disinterested in the process.

21.) Use of Fluorine-substituted aliphatic hydrocarbons for insecticides.

Acquisition of the process from Dr. Krefft, Hermann
Hamburg, Lohhof 19.

To complete our ownership of patents in the field of insecticides, we wish to acquire from Krefft the pending application P 66 151 IVa/451, which was originally in the name of Dr. Wilhelm Peschke, Hamburg, and for which in the meantime German Reich Patent No. 642 950, relating to the use of fluorine-substituted aliphatic hydrocarbons for insecticides has been issued. In compensation, we shall make a single payment totalling RM 5,000, plus costs incurred by the applicants.

22.) Covering of medicaments by a roughening coating. Hermann

Acquisition of a Process from Dr. Hees, Wiesbaden.

Hees, with whom we have already concluded the "Devegan-Agreement" of June 1933, has made available to us another patent application (J 53 277) which relates to the covering of medicaments, such as suppositories or cervix sticks with a roughening coating, in particular with filter fibres. In so far as such medicaments do not already come under the Devegan-Agreement and in so far as Hees is not already entitled to a profit participation under this contract, he shall, where the Devegan-Agreement is applied, be allowed for the transfer of the said application a participation of 12% in the profits, in the event of an effective patent being obtained, and of 6%

in the event of a patent not being obtained, for the duration of the German patent, or for a period of 15 years from the bringing out of the preparation, always provided that it is a question of cervix sticks. When it is a case of medicaments other than cervix sticks being coated in a manner in accordance with the patent application, special negotiations shall be conducted.

23.) Extraction from grain husks of blood-sugar reducing substances.

Acquirement of Process from Dr. Greiff, Hermann
Berlin.

Greiff has invented a process for the extraction from grain husks of blood-sugar reducing substances, for example, wheat bran and wheat germs. We wish to take over this process and to pay 10% of the net profit for a period of 15 years, in the event of a preparation made under this process being brought out.

24.) Medicaments against infectious diseases which influence the fermentation mirror in the blood. Hermann

Contract of Association with Dr. med. Scholz, Frankfurt-on-Main.

Scholz, physician in chief of the medical department of the Buergerhospital in Frankfurt a. Main, is engaged on research work, the object of which is the producing of medicaments against infectious diseases, such as tuberculosis etc. by influencing the fermentation mirror in the blood, in particular by means of substances of the nature of vitamin C. He will as occasion arises make the results of his work available to us for checking. He will receive a profit participation of 15% on any preparations resulting from his work, provided effective patent protection can be obtained.

35.) Yatren-Vaccine HERMANN
Agreement with Mrs. F F E I L E R, Jena.

The agreement which was concluded between the Behring Works and Prof. Dr. F F E I L E R in October 1927 will terminate on 31 October 1937. As heir to her deceased husband, Mrs. PFEILER has requested that the agreement should be extended. We declared ourselves willing to pay to her at the expiration of the contract, viz. on 1. November 1937, a lump sum of RM 28,000.- as an indemnity, in return for which all rights to the Yatren-Vaccine-Compounds are to be transferred to us without any reservations.

36.) Improved Claus-Process SCHNEIDER.
Contract with 1.) BASAG-Moquin A.G., Berlin
2.) Dr. C. Otto & Co., G.m.b.H., Bochum.

In connection with the Alkacid process, another process has been developed in Merseburg, in which S_2S or gases containing S_2S are converted through oxygen, gases containing oxygen or gases which give off oxygen and in which one part of the reaction heat is removed by cooling and the final reaction takes place with the help of catalysts. (Improved Claus-Process).

The contract provides that the firms:

Basag-Moquin A.G., Berlin, and
Dr. C. Otto & Co., G.m.b.H., Bochum

shall be given the right to build installations for carrying out this process, especially in connection with the Alkacid-Process, throughout the world, with the exception of North America.

The conditions appear to be essentially the same as those applied to the Alkacid-Process and which were dealt with by TEA at its meeting on 21 July 1936.

Payment will be as follows:

- a) a single payment of 10 % of the value of the independent installations erected for the process and ready to start working.
- b) for a period of fifteen years from the starting up of the installation, or the starting up of additional installations, a continuous payment of 3 to 5 % of the net selling price of the sulphur extracted, but not less than RM -.15 for each 100 kg. sulphur.

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Supplement 1) to the TEA - Minutes of 13 April 1937.

Aufsichtsrat

VON RATH
HAUSER
A. V. WEINBERG

Verwaltungsrat

BOSCH
C. V. WEINBERG
SCHUCH

TEA

TER MEER (Chairman)
SCHMITZ
GAJEWSKI
ROEHLIN
PISTOR
KUEHN
ERHARD

JACOBI
SEIDEL
MUELLER
SCHAEF
JAEHN
SCHNEIDER
BUTTEFISCH
TUNGS

SELCK
V. SCHWITZLER

WAIHEL
MUEHLEN
OTTO
WEBER-ANDREAS
WALTHER

V. KNEERICH
BUHL
HONER
WEISS
WISBERG

(Purchasing)

WOLF
KUSS
WURSTER
ZISFELD
BERTHAMS

WEISS (Welfare Dept.)
MAYER-KUESTER (to point II of the agenda)
STRUSS (Secretary)

A g e n d a .

of the Meeting of the Technical Committee held at 1500 hrs.
on Wednesday, 23 June 1937 at Petersburg/Koenigswinter.

Stamp : Department of the
Directorate Lever-
kusen 19 June 1937

- I. The Development of the Dynamit A.G. Mueller
- II. 1.) General Credit Situation
2.) Present Assets and Cost of Demolition
- III. M i s c e l l a n e o u s :
- 1.) Aniline Resin
License Agreement with the Allgemeine Elektrizi-
tätsgesellschaft (A.E.G.) Gaus
- 2.) Porous Filter discs Gaus
Agreement with the firm of Jenner Glaswerk
Schott und Gen., Jena
- 3.) Waterproofing of building materials with Gaus
paraffin emulsion Purchase of German Reich
Patent (D.R.P.) 554 995 from the Elektro-
chemische Werke München A.G., Hoellriegelskreuth.
- 4.) Production of sodium nitrate and ammonium chloride
Purchase of patent from Dr. Wilhelm Steudemann Gaus
- 5.) Zapon Fast Color Lacquers (Dupont Luxol colors) Hermann
Purchase of a patent from Dupont
- 6.) Research work in the field of Dyestuffs Kuehne
Contract of Association (Mitarbeitervertrag)
with Prof. Wixinger, Bonn.
- 7.) Research work on the Fusion of metals in Kuehne
inorganic tanning.
Contract of Association with Prof. Dr.
W. Klemm, Danzig-Langfuhr.
- 8.) Research work on the Recovery of Copper from Kuehne
cuprous lyes.
Contract of Association with Prof. Dr. v. Antropoff,
Bonn.
- 9.) Physical and Physico-chemical Investigations Kuehne
Contract of Association with Prof. Dr. Trautz,
Muenster i. W.

Stamp: Return to Department of the Directorate, Leverkusen.

Stamp : Department of the Directorate
Leverkusen

Minutes 1 July 1937

of the Meeting of the Technical Committee held at 1500 hrs.
on Wednesday, 23 June 1937 at Petersburg/Koenigswinter.

Those present were the persons named in appendix 1)

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3.) <u>Waterproofing of Building materials with Paraffin</u> <u>emulsion.</u> <u>Purchase of German Reich Patent (D.R.P.) 554 995</u> <u>from the Elektrochemische Werke Muenchen A.G.,</u> <u>Hoellriegelskreuth</u>	8/9
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8.) <u>Research work on the Recovery of Copper from</u> <u>cuprous lyas.</u> <u>Contract of Association with Prof. Dr. v. Antropoff, Bonn.</u>	11
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ms.
notes

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11.) <u>Low Pressure Anula Balances</u> Agreement with the firm of Hartmann und Braun A.G., Frankfurt am Main, and the firm of Junkers Kalorimeter- bau G.m.b.H., Dessau.	12/13
12.) <u>Molded plastic from Melamine-Formaldehyde</u> Agreement with the firm of Henkel & Cie., G.m.b.H., Duesseldorf.	13/14
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1. The Development of the Dynamit A.G.

Mueller.

The lecturer began by outlining the development of the gun-powder and explosives Konzern in peace-time, the amalgamation of the various explosives enterprises into the Nobel Dynamite Trust Company and the fusion which followed the discovery of smokeless nitroglycerine gun-powder, in the General Cartel Agreement, with which the Nobel Dynamite Trust Company associated itself. International inter-organization became a particularly prominent feature.

With the beginning of the war, these connections were broken. The gun-powder and explosives works had to turn over completely to deliveries to the German Army and Navy. Existing plants were enlarged and new ones were built. At the end of the war, the Konzern virtually faced extinction. Only with great difficulty could the old peace-time fields of work be taken up again. Work on a series of new interests of various types was embarked upon, in order to provide the works with substitute employment for the armaments industry forbidden by the Treaty of Versailles. A large number of plants had to be closed down.

As a result of technical advantages, it was soon possible to gain a foothold on the technical market again. In 1926, the Vereinigte Koeln-Rottweiler-Pulverfabriken amalgamated with the I.G. Interessengemeinschaft contracts were concluded with the Dynamit A.G. and with the Rheinisch-Westfaelische Sprengstoff-Aktiengesellschaft and the Aktiengesellschaft Sieger-Dynamit-Fabrik which later amalgamated with the former.

The speaker then outlined the development of the Company within the term of the Interessengemeinschaft contract. He expressed the hope that the development of the Konzern as it then stood within the Dynamit A.G., which had so far proved fortunate and successful, would continue undisturbed.

II. 1.) General Credit Situation.

Survey of assets and expenditure for the current year were submitted in the form of tables and diagrams.

Ter Meer made the following statements on the subject of estimated expenditure for 1937 :

The retarding of building dead-lines which was rendered necessary in the first place by difficulties arising in connection with building materials, and the large scale on which loan permits had recently been granted, had resulted in a steady increase in balances carried forward. Available assets were sufficient to finance our Technical Departments, which were strained to the uttermost, until the end of 1938. In the circumstances, in order to have definite data on financial requirements over a long period, it was suggested that the estimated expenditure for 1937, as laid down in consultation with the Sparten and the works, should stand as maximum figures in the planning of expenditure. The 3 Sparten would distribute the available money among the works, whose responsibility it would then be to draw up plans and distribute contracts for new buildings and apparatus accordingly.

It had formerly been the practice to distribute the approved sums of money over any pre-arranged period of time; in accordance with the new proposal, while adhering to the system of approval of loans by the Technical Committee, the expenditure for 1937 would first be established, and it would then be left to the Sparten or major works themselves, to give preference or otherwise to loans within this fixed sum, according as they were more or less urgent.

The sum originally planned for Main Group I would be increased by 5 million, as Iscocktan and ethylene requirements were not included in the estimate given in respect of the program submitted.

Should major projects - e.g. projects within the scope of the

Four Year Plan - be added to the program, in the execution of which the maximum figures were exceeded, the project was, in every case, to be submitted to the Central Committee in good time, i.e., before final arrangements had been made.

Movement of Personnel.

There had been a striking increase in staff which, during the first five months of the year, had increased from 125,200 to 132,400, thus exceeding the 1929 peak-point. This increase in staff was fairly evenly distributed over the 3 Sparten, and only a small proportion of it was explained by the commencement of operations in new plants.

As there had been no outstanding increase in production or turnover since Autumn 1936, the factors underlying such a major increase of staff must be ascertained in detail.

2.) Available Assets and Cost of Demolition.

It was suggested that, subject to the fulfilment of the following conditions, the following sums be approved :

<u>Loans :</u>		of which the following exceed RM 100,000.--
1) Nitrogen, oils, mines	M 19.985.150.--	18.141.000.--
2) Inorganics, dyestuffs, pharmaceuticals	M 27.110.893.--	21.291.100.--
3) Artificial silk, photographic	M 4.746.711.--	2.912.150.--
	M 51.842.754.--	42.344.250.--
In addition, Buna Works, Schkopau	M 24.399.665.--	23.083.775.--
<u>Cost of Demolition:</u>		
Main Group 1	M 150.000.--	150.000.--
Main Group 2	" 453.400.--	-
Main Group 3	" 23.800.--	-
	M 627.200.--	150.000.--

The Remaining Assets; namelyMain Group 1 M 120,000.-Main Group 2 M 21,545.-

could be written off in the "Inventory Cancellation Account",
(Inventarerausfallkonto)

Remarks on Loans :Page 1 Rübbeck Montan

Safety devices for pneumatic rollers

M 18,000.- Repairs.6 Merseburg.

Feed-heater for heating coils.

M 345,000.-

The Engineering Committee (Teko) Merseburg
was still investigating the question of whether
the costs could not be booked with the costs
of repairs.

40 Bitterfeld.

2 Induction Furnaces

M 150,000.-

2 Pollak die casting machines

M 120,000.-

Enlargement of the Electro-Metal
Pressing shop

M 120,000.-

Approved, subject to examination by the
Metal Sub-Committee.

47 Bitterfeld.

Increase of Igelit PCU production by 200 tons per month

M 1,830,000.-

The question of a site was to be examined by Bitterfeld
and Ludwigshafen, under the chairmanship of Dr. Laux.

70 Schkopau Buna Works.Installation of electricity in Settlement I M 52,800.-

Engineering Committee (Teko): The Engineering Committee did
not consider it expedient, from the point of view of electri-
city economy, to take current from the works to the settlements.
It would be advisable, as a large-scale consumer, to install
a central supply station. (Sammelbezug) Distribution and settle-
ment of accounts could be done by the works themselves. The
Engineering Committee agreed to the estimated expenditure for
distribution.

Page 72 Schkopau Buna Works:

The building of roads in Settlement II M 85.000.--

Engineering Committee (Teko) Schkopau was still investigating the question of whether it would not be possible to build some of the roads on smaller and more simple lines.

73 Flats for foremen and overseers, M 1.200.000.--
Flats for officials. M 1.552.000.--

Engineering Committee: The costs appeared excessive in comparison with other I.G. works. This was accounted for by a local excess price level of approximately 15%, by comparison with building projects in other places. In addition, the projected flats tended to exceed the normal standards of other I.G. works. In view of the fact that, in the case of Schkopau as formerly in that of Leuna, the problem was that of opening up a new industrial center, such initial expenditure was, to a certain extent, inevitable. In view of the rent which it would later be possible for the tenants to pay, such expenditure would be a permanent liability to the plant.

74 Expansion of the water works and filter installations to achieve a total output of 6250 cubic meters per hour M 1.000.000.--

Steam Heating Network M 500.000.--

High and low tension and street lighting cables M 979.275.--

Minor Power Distributing Station (Maschenetzstation) M 46.000.--

The Engineering Committee (Teko) would not express an opinion; these four loan applications would be approved or otherwise when the total of the loan as a whole could be examined.

76 Expansion of the water works and filter installations to achieve a total output of 6250 cubic meters per hour. M 500.000.--

The Technical Committee (Teko) would not express an opinion.
Final decision would be given on examination of total loan application.

The following were included under the Heading of Loans:

Frankfurt, 2 National Krupp Cash Registers for the officers' mess. M 9.200.--

Berlin NW 7. 1 Horch automobile 14/82 horse power M 9.750.--

Japan. Steam-boilers etc. for Kobe (Laboratories) M 5.000.--

III. Miscellaneous.

Gaus1.) Aniline Resin.

License Agreement with the Allgemeine Elektrizitäts-gesellschaft (A.E.G.) Berlin.

The following agreement was to be concluded with the AEG, who controlled patents in the field of aniline resin: We were to receive a license for the A.E.G. patents and, in so far as we made use of these patents, pay a fee amounting to 2% of the net sales value in the case of molded plastics with a 50% resin content and 2% of the sales price of the aniline resin contained in the marketable product. In the case of molded plastics of a different composition, further agreements were planned. In the case of supply of goods, the A.E.G. was to receive a special fee, and in addition, as far as matters of electro-technology are concerned, there is to be a specific period within which we are not allowed to supply other firms, without the consent of the A.E.G.; exceptions to this rule were those firms specializing in electro-technology which had discovered earlier than the A.E.G. the suitability for certain purposes of aniline resins. The contract was to apply to all countries, in so far as the A.E.G.'s control of patent rights is in no way conditioned by its connections with the General Electric Co.

2.) Porous Filter Discs.

Agreement with the firm of Jenaer Glaswerk Schott and Gen., Jena Gaus

It was purposed to conclude an agreement with the above firm on the subject of the filter apparatus developed by Oppau, for which we held German patent No. 642 168 and German Patent Application I. 51 837 IX/42 and a certain number of protective rights applying abroad. The porous parts of these filters were produced from silicium - its alloys or carbides - or from other non-inflammable materials.

Not affected by chemicals and should be melted down in glass or porcelain vessels. The agreement entitled Schott, against payment of a license fee of 10% of the net sales value of the discs or vessels, to produce the filters and to sell them either as separate filters or melted down in glass or porcelain vessels. In addition, Schott was to pay a lump sum of RM 1,000. Deliveries to ourselves and to affiliated firms were to be tax-free. Should the minimum turnover figures as laid down not be reached, we had, in accordance with the above agreement, the right to issue licenses to third parties and to give notice of nullification of contract.

3.) Waterproofing of Building materials with Paraffin Emulsions. Gaus
554.995

Purchase of German Reich Patent (D.R.P.)/of the Elektrochemische Werke Muenchen A.G. Hoeckriegelskreuth.

It was purposed to sell concentrated Ramasit K (Paraffin Emulsion with an aluminium content) or similar products for the purpose of waterproofing building materials. This type of application of the product was closed to ourselves and to our customers by the above patent. It was therefore necessary to conclude the following agreement with the Elektrochemische Werke : German Reich Patent (D.R.P.) 554 995 shall become our property. We were to pay a lump sum of RM 6,000 to be paid in two installments of RM 3,000 each. We were to have the right to refuse to pay the second installment and to return the patent, should it not fulfil expectations when put into practical use. In addition, the Elektrochemische Werke was to receive a sum amounting to between 1 - 12 Pfennig per kilogram of emulsion graduated in proportion to the quantities produced and to the sales price.

In addition, they were to be given the right to sell emulsion up to a maximum of 50 tons per year, for purposes of water-proofing building materials, the emulsion to be used by themselves and the affiliated company Gesellschaft fuer Kolloidstoffe m.B.H., Muenchen.

- 4.) Production of Sodium Nitrate and Ammonium Chloride Gaus
Purchase of a patent from Dr. Wilhelm Steudemann.

The matter in hand was the purchase of those Japanese and U.S.A. patents which corresponded to German Reich Patent (D.R.P.) 579 113 which was already in our possession. It had at first been planned to take over the Japanese patent against the payment of a lump sum of RM 500, as it could be of certain value in negotiations with the Japanese on the subject of nitrogen. Steudemann having joined our staff in the meantime, however, we had decided to purchase the American patent also, and to pay the sum of RM 1,000 for both patents.

- 5.) Zapon Fast Color Lacquers . . . (Dupont Luxol Colors) Hermann
Purchase of a Patent from Dupont.

German Reich Patent (D.R.P.) 469 179 which protected the manufacture of products similar to our Zapon Fast Color Lacquers, was to be purchased in order to complete our control of patents. By way of compensation, we undertook to pay current patent fees and to pay a fee of 5% of the net sales price, should we manufacture products by the process protected by the above patent.

6.) Research Work in the Field of Dyestuffs.

Kuehne

Contract of Association with Prof. Wizinger, Bonn.

All former contracts with Wizinger being annulled, a new contract was to be concluded with him, in accordance with which Wizinger was to give us sole rights to utilize data resulting from his research work in the field of dyestuffs, even should they be applicable to other fields of work also. It was decided that compensation should be paid at the rate of RM 500 per month. In addition, Wizinger was to receive 5% of the net profits on those products which were produced and sold by us as a result of his inventions. The contract was to be concluded for a period of five years.

7.) Research Work on the Fusion of Metals
in Inorganic Tanning.

Kuehne

Contract of Association with Prof. Dr. W. Klemm,
Danzig Langfuhr.

Klemm would transfer to us for our exclusive and unrestricted use, the data resulting from such research work in the field of magneto-chemistry as had for its primary goal the purely scientific ascertainment of the method of fusion of metal in inorganic tanning. Should Klemm or his collaborators make discoveries suitable for technical exploitation, Klemm was to receive compensation at a rate still to be fixed. The regular honorarium for the associate worker would be RM 200 per month.

8.) Research Work on the Recovery of Copper from Cuprous Lyes. Kuehne

Contract of Association with Prof. Dr. v. Antropoff, Bonn.

Antropoff undertook to transfer to us for our exclusive and unrestricted use the data resulting from his research work in the field of the processing of cuprous waste-water remaining after the manufacture of cuprasmonium rayon. Should Antropoff or his collaborators make discoveries in the above-mentioned field of work, which were suitable for technical exploitation, Antropoff was to receive compensation at a rate still to be fixed. The regular honorarium for the associate worker was to be RM 200 per month.

9.) Physical and Physico-chemical Investigations. Kuehne

Contract of Association with Prof. Dr. Trautz, Muenster i.W.

In accordance with the contract to be concluded, Trautz would transfer to us for our exclusive and unrestricted use all data resulting from his research work in the following fields: Comparative investigation of hygroscopicity and vaporization, the measuring of velocity of diffusion of some metals in iron and steel, the measuring of velocity of reactions of pigments in relation to conditions governing production. Should Trautz make discoveries in the above-mentioned fields of work, which were suitable for technical exploitation, an agreement was to be reached on the payment of a sum of money in compensation for the discovery. The honorarium was to be RM 200 per month.

10.) Rubber.

Contract of Association with Prof. Wintgen, Cologne. Kuehne

Wintgen's collaboration extended to the colloido-chemical problems of rubber. Wintgen would transfer to us for our exclusive use all data resulting from his research work in the field covered by the contract. We were to receive the right to dispose of them at our discretion. During the period of validity of the contract, Wintgen would offer the data resulting from his research work in the field of work covered by the contract to no other firm either at home or abroad. By way of indemnification, Wintgen would receive compensation at the rate of RM 5,000 per year. Should his research work lead to improvements in or the simplification of the production of Buns, and should such improvements or simplifications be adopted by us for practical application, Wintgen was to receive special compensation, on the rate of which special agreements would be concluded. Provisionally the contract would be valid until 31 Dec. 1937.

11.) Low Pressure - Anula Balances

Schneider

Agreement with the firm of Hartmann und Braun A.G., Frankfurt am Main, and the firm of Junkers Kalorimeterbau G.m.b.H., Dessau.

It was purposed to conclude an agreement with the above-named firms on the subject of our low-pressure-anula balances, on the same basis as that concluded with the firm of J.C. Eckhardt A.G., Stuttgart-Cannstatt. We were to transfer to the two firms all experimental data and plant know-how, diagrams etc. on the production of the scales. In return, the firms would pay a lump sum of RM 2,000 and a regular fee of RM 30 for every balance sold, the advance payment being debited to the extent of RM 1,000 per annum against current fees. Deliveries to us and to affiliated works would be free of fee;

in addition, a special discount, the amount of which remained to be fixed, was to be guaranteed for such deliveries. Provisionally, the contract was to be concluded for a period of 4 years.

12.) Molded Plastics from Melamine-Formaldehyde. Hermann

Agreement with the firm of Henkel & Cie. G.m.b.H.,
Duesseldorf.

Resins made of melamine and similar compounds plus formaldehyde were to be used in Troisdorf for the manufacture of molded plastics, which, in many respects, particularly as far as water-resisting properties were concerned, were superior to polypas. A patent application on the subject, made by the Meinkur Works has come up against a patent application made by the firm of Henkel in Germany, which had prior claims on account of the earlier date at which it had been filed, and the British patent 455 008. After protracted negotiations it was now possible to conclude a contract, in accordance with which Henkel issued to the I.G. a license conferring exclusive rights on its German Reich Patent (D.R.P.) 647 303 and on the British patent 455 008, albeit with some restrictive clauses: Henkel retained the right to manufacture goods by the process in question, either in its own factories or in those of affiliated firms; moreover, the license did not extend to the field of glues and adhesive substances, and thus the sphere of textile supplies was open to both firms.

The I.G. was to pay immediately the lump sum of RM 100,000, and in addition, a license fee of 6.4 Pfennig for every kilogram of melamine processed throughout the period of validity of the patent, the RM 100,000 being debited against all payments up to 14 May 1939.

This contract would enable Troisdorf to be the unrivalled producer and distributor both in Germany and England of the improved pollopas, which was to be known as ultrapas. Henkel had stated that it had no thought, at the time, of producing its own molded plastics.

13.) Oxydation of Paraffin into Fatty Acids.

Duestefisch

Contract with the Deutsche Fettsaeure G.m.b.H.

Some time previously, the firm of Henkel, Duesseldorf, had amalgamated with the Maerkische Seifenindustrie, Imhausen, to form one Company, "Deutsche Fettsaeure G.m.b.H.," for the purpose of working together on the problem of the oxydation of paraffin into fatty acids. We, as the I.G., on the other hand, had already developed paraffin-oxydation both in Oppau and in the U.S.A., from the technical point of view. We had already been conducting discussions with the firm of Henkel for more than six months on the subject of collaboration in this field of work; ^{Keppler/} who was a member of the Aufsichtsrat of the Deutsche Fettsaeure G.m.b.H., had also given active support to the plan. Since, in addition, the Deutsche Fettsaeure G.m.b.H. had built a factory for the production of fatty acids, with a production capacity of 20,000 tons, which was then almost ready to commence production, it appeared most advisable to associate ourselves with this development through collaboration with the Deutsche Fettsaeurewerke. The following agreements were reached :

The I.G. and the Deutsche Fettsaeure G.m.b.H., - in which the firm of Henkel and the Maerkische Seifenindustrie held equal shares - agreed to work together on the problem of the oxydation of paraffin into fatty-acids.

A uniform production process would be developed, based on results obtained in experiments conducted by both parties, the process embodying the best technical aspects of both, and would be exploited by both parties. The profit would be shared on a 50-50 basis by the I.G. and the Deutsche Fettsäurewerke. This collaboration would extend only to the production of fatty acids by the oxydation of paraffin. Experimental data on the subject of the processing of any by-products which might occur would not be exchanged. On the other hand, the I.G. would be granted the option on the purchase of half of the by-products occurring, at favorable prices.

Should the I.G. wish to erect its own plant for the oxydation of paraffin, it would receive a free license for the process developed in conjunction with the Deutsche Fettsäurewerke, for the manufacture of up to 20,000 tons per year.

Appendix 1) to the Minutes of the Meeting of the Technical Committee

held on 23 June 1937.

Aufsichtsrat :

von Rath
Baeuser
A.v.Weinberg
C.v.Weinberg

Verwaltungsrat:

Bosch
Kalle
v. Simson
Schuon

Technical Committee
(T e c)

ter Meer (Chairman)
Schmits
Gaus
Gajewski
Hoerlein
Pistor
Kuehne
Hermann

Jacobi
Seidel
Mueller
Scharf
Jaehne
Schneider
Bustefisch
Punge

v. Schnitzler

Waibel
Otto
Oster
Weber-Andrese
Haeffliger
Mann

v. Knieriem
Buhl
Ilgnier
Dencker
Duisberg
Brueggemann

Struss (Recorder)

Management
Leverkusen
24 Sept. 1937

Minutes of the Meeting of the Technical Committee
(TEA) on Thursday, 16 September 1937, at 9.30 AM
in Leuna.

The names of those attending are shown in Enclosure I.

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I) Technical Development in the Nitrogen and Gasoline fields.
Buotefisch.

The expansion of the Leuna Plant since its establishment was described. It is possible to look back over 20 years of development in the nitrogen field and over 10 years of development in the synthesis of gasoline. The charts show that 8 - 10 years were needed to overcome the main difficulties in the nitrogen field. The same experiences had also been made in the case of gasoline. The speaker expressed the opinion that when dealing with such difficult, big and hitherto unknown problems one must always reckon with a similar period of time before the initial troubles are overcome. Nitrogen as well as gasoline have now entered a less disturbed phase of their development. The prime-costs continue to fall slowly while the Leuna Plant is working to full capacity. The great difficulties encountered in the hydrogenation of coal were expounded. It was shown with the help of charts that the gasoline hydrogenation process, which seemed relatively simple, needed extensive apparatus in every single phase of development and perfection and for this there were no models at all in other industries. 80 % of the synthetic gasoline produced in Germany to-day is manufactured according to the I.G. process. The newest branch at Leuna, namely methanol and the higher alcohols, as also the products derived from them, is becoming increasingly important. Also the utilisation and conversion of the hydrogenation waste gases open up new possibilities. The rapid expansion of the Japanese nitrogen industry was quoted as an example of how quickly basic processes such as the synthesis of ammonia of Haber-Bosch become universal property. Lately we have also taken a part in the development of the Japanese nitrogen industry.

II) Changes in the Staff.

Struss.

The staff of the I.G. has grown by leaps and bounds since the middle of last year. Even during the last few months there is still a monthly increase of more than 1000 persons. A comparison with the increase of the expenses and the amount and volume of the turnover is not a reliable criterion for the justification of this growth in the numbers of the personnel. Having special regard to the difficulties to be expected in the procurement of iron it will be necessary to proceed with the utmost caution when employing more people in the future.

III) Iron supply of the I.G.

Jaghub.

A report was made on the difficulties connected with the iron supply and on the negotiations with the offices in Berlin. The following decision was taken:

In order that in future all figures given should agree and all I.G. offices should proceed uniformly in the allocation system, a central office for dealing with all questions of iron supply has been established in Hoechst. 1) All new construction plans must go through the central office. 2) All applications covering the total requirements of the I.G. will not be forwarded until they have been examined first by this office.

After an agreement with the central office has been reached, it is left to the initiative of the individual plants, to deal with the competent offices for obtaining the material for their construction plans.

The procedure shall be adapted by all plants whose investments must be approved by the Technical Committee and which are included in the fixed volume of credit.

Future Handling of Credit Applications.

When applying for credits it is necessary to take into consideration preliminary, auxiliary and finishing plants. Attention was drawn to the minutes of the Engineering Committee of 31 August 1937.

The technical Committee resolved that in the case of credits exceeding Mk. 800,000.- the money needed for preliminary, auxiliary and finishing plants should be applied for together with the data for expenses which cannot be inventoried.

A representative of the Engineering Committee and of every Sparta will be made available to handle the applications with the central office. This "Sparten Referent" shall view the project from the point of view of production. All necessary data (requirements of material for buildings and apparatuses, concise and detailed reasons, putting forward steel requirements) must be submitted together with the credit application.

IV) Credits and dismantling costs.

1) General Credits.

No important changes have occurred since the last conference of the Technical Committee. The expenses have been kept within the limits determined at the last conference of the Technical Committee for the individual Sparten. The sum provided for the expenses of the Buna plant Schkopau will not be reached this year.

2) Credits and Dismantling Costs already submitted.

The arrangement arrived at under III is already applicable to the credits submitted in so far as buildings are required. The other credits are considered as approved.

V) Miscellaneous.

1) Bunawerke G.m.b.H. / Contract with the Reich. Struss.

Work in the Buna plant in Sankopau started in the spring of this year. A 10 years contract has been concluded with the Reich for the further expansion of the Werke to a large scale plant, and an account was given of the circumstances which led to this agreement and the contents of the agreement.

2) License Contracts with Dupont. ter Meer.

In order to make accessible to us the two phase process for an eventual expansion in Germany of the production of Buna the following agreements were concluded with Dupont:

- a) Dupont grants to the I.G. an exclusive license for its German patents for the production of monovinylacetylene and butadiene. This license, however, is limited to the extent that no chloroprene or neoprene must be produced from monovinylacetylene. As license fee the I.G. shall pay so much for each kilogram produced. This payment is adjusted according to the quantity produced and varies between 6,6 Pfg. and 2,2 Pfg. for every kilogram of monovinylacetylene produced.
- b) Dupont receives an exclusive license for our U.S. patents and experimental data for the production and the processing of polystyrene, as also of WP material in its present composition. The latter is limited to the field of colloidal-like substances. Dupont pays to the I.G. 5 % of the net sales receipts of the licensed products as a license fee.

Arrangements have been made for an exchange of experimental data as also for the reciprocal licensing of future patents for all fields to which the license applies. The agreements are concluded in every case for the duration of the patent concerned.

3.) Products similar to Phthalocyanine.

Hoerlein.

Acquisition of patent applications from Dr. Holberger, Munich.

Holberger has offered to us a series of patents on the production of products similar to phthalocyanine. Although results capable of industrial exploitation have not yet been achieved, it would seem to be advisable to acquire the patent applications concerned in order to complete our collection of patents on phthalocyanine. An arrangement is to be made with Holberger whereby we are to get the patent applications for a payment of RM 1,500.— Holberger will receive an inventor's share of 5% of the net sales price if the applications are utilized.

4.) Hydrogenation of coal.

Buotofisch.

Arrangement with Engineering Bureau Gade, Dortmund.

Agreements made are approved.

5.) Process for the improvement of fuel oils from coal tar. Schneider.

Acquisition of patents from the Silurian Coal Research Institute of the Kaiser Wilhelm Society in Berlin (DRP 574 678).

The Silurian Coal Research Institute of the Kaiser Wilhelm Society in Berlin have offered to us German Patent No. 574 678 "process for the improvement of fuel oils produced from coal tar". We intend to acquire the patent and have offered to the institute, which reserves for the firm which contributed it the right to unrestricted use of the patent, the sum of RM 2000.— apart from the patent fees amounting to RM 340.—, to be raised to RM 3 000.—, if the right to unrestricted use by the contributing firms is waived.

6.) Kaurit foam insulating materials

Schneider

Licence agreement with the firm Ingenieurbaugesellschaften
Christiani & Nielsen, Hamburg.

We have already concluded a licence agreement with the
firm Christiani & Nielsen, Hamburg, dealing with Iporit. A further
agreement, dealing with our Kaurit foam insulating material, is to
be concluded with them. Our patent on its production No. 636 658
depends on patent No. 499 620 of the firm Christiani & Nielsen.
We intend to acquire a licence for patent No. 499 620 against
payment of a sum graded in accordance with the quantities of Kaurit
supplied by us. Provision is made for payment of a minimum fee of
RM 5 000.-- per annum. Duration of the contract until expiration of
patent (5 February 1945 at the latest). We shall however be given
the right of giving six months' notice of the termination of the
contract by 31 December 1939.

7.) Sulphur combustion furnace.

Schneider

Licence agreement with the firm Ets. Kuhlmann, Paris.

The Ets Kuhlmann wish to obtain a licence for our French
patent No. 607 221 "Procédé pour bruler le soufre", having inspected
the sulphur combustion furnace at Hersberg. We intend to grant the
licence against payment of a lump sum of RM 10 000.-- and a further
payment of RM 100.-- for each ton produced per day per furnace, such
payment per furnace being deducted from the lump sum of RM 10 000.--.

8.) Calcium oxide

lime nitro phospho (Kalknitrophoska) and nitrogen calcium oxide
phosphate (Stickstoffkalkphosphat ?) (mixed fertiliser) Schneider

Licence agreement with the firm Office National Industriel
de l'Azote (Onia) Toulouse.

The Office National Industriel d'Azote (Onia), Toulouse,
have asked for a licence for our processes, patented in France,

for the production of lime nitro phosphate and nitrogen calcium phosphate for France, and the French colonies, protectorates, and mandates. In general, a royalty of 1 Rpf. per kilogram of N and of P_2O_5 is to be paid. Several proposals have been submitted to Onia for the production of 100 tons per day of a particular fertiliser mixture, providing payment of a lump sum, or a combination of payment of a lump sum with current payments for 10 years. Moreover we are to get RM 45 000.-- for our assistance in constructing the plant.

9.) Catalytic gas purification process

Schneider

Agreement with the Borsig-Moguin A.G., Berlin,
and Dr. C. Otto & Comp. G.m.b.H., Bochum.

In connexion with the contracts concluded with Borsig-Moguin A.G., Berlin, and Dr. C. Otto & Comp., G.m.b.H., Bochum on the Alkoxid and the improved Claus processes, we intend to grant to these firms the right to set up for third parties plants for the utilization of the catalytic gas purification process developed at Leuna (the so-called Katsulf process). This right is to apply to the whole world with the exception of the USA. There are to be certain limitations in Germany and France in view of existing interests in the nitrogen field. The following payments are to be made:

- a) a lump sum of 10% of the gross sales value of the finished plant,
- b) a current payment, varying in accordance with the type of plant and production, to be paid for 10 years from the date at which the plant starts operating or is expanded.

In certain circumstances, Borsig and Otto are to receive shares of the royalties amounting to 10-15%. The contract is to be valid until 31 December 1950 and will be extended automatically by periods of 2 years unless 1 year's notice is given of its nullification.

10.) Nitrogen and Oil
Agreement with Borsig.

Schneider

A new contract is to be concluded with the Borsig, superseding earlier contracts, to define the terms of cooperation between the two firms especially in the field of nitrogen and oils. The Borsig undertakes to leave to us the processing of all building projects for nitrogen plants and not to compete with us in Germany in the oil business. In return for such restraint on the part of Borsig we shall give them preferential treatment with regard to orders. The contract will be valid until the end of 1947.

11.) Hydrogenation.

Gaus

Acquisition by the International Hydrogenation Engineering & Chemical Company (IHCC) of protective rights for the Gas Light & Coke Co.

The International Hydrogenation Engineering & Chemical Company (IHCC) has acquired at the price of £ 2300 the protective rights for the IHCC countries and Germany of the Gas Light & Coke Co. relating to hydrogenation, in order to prevent them from falling into the hands of third parties. We have to repay to the IHCC the costs of the German applications; we intend furthermore to pay 20% of the price of the foreign patents, so that in license negotiations between IH and IHCC the patents of the Gas Light & Coke Co. are treated in the same manner as are the protective rights ceded by us to the IHCC. Our share will amount to approx. £ 500.--

12.) Aluminium chloride

Gaus

Assistance rendered to Schneider-Creusot, France, in erecting a plant.

Schneider-Creusot A.G., who are in touch with the firm Schneider-Creusot, have asked whether we are prepared to assist the French national gunpowder factory in erecting a plant for the manufacture of 60 tons of anhydrous aluminium chloride per month. In agreement with the German authorities concerned we are prepared to supply blueprints of the apparatus and of the process for the payment of a lump sum of RM 50 000.--. Provisions have also been made for an obligation to secrecy and a limitation of sales to France and the French colonies, protectorates and mandates.

13.) Urea

Gaus

Agreement with the Bergwerksverband zur Verwertung von Schutzrechten der Kohlentechnik G.m.b.H., Dortmund-Eving.

An agreement is to be made with the Bergwerksverband and the Kohlentechnik G.m.b.H. in Dortmund-Eving in accordance with which Dortmund-Eving will discontinue the production of urea acids and will put at our disposal its patents relating to their production and use and its experimental data. Dortmund-Eving will also put at our disposal its plant for the production of 4 tons of glycocoll per month. Provision has been made for a new agreement should the manufacture of urea acid for feeding purposes (Translator's Note: ?) assume major proportions. We are going to pay to Dortmund-Eving the sum of RM 130 000.-- as compensation for discontinuing the production of urea acids. The agreement will remain in force until the end of 1947.

14.) Liquefaction of gasiform chlorine by means of compressors. Gaus
Contract with Maschinenfabrik Esslingen, Esslingen/Neckar.

The Maschinenfabrik Esslingen is interested in taking out a licence for our patent application J 48 265 concerning a process for the liquefaction of gasiform chlorine by means of compressors, in which chlorine is concentrated without the aid of

artificially generated cold. The application also refers to the liquefaction of gasiform hydrochloric acid and sulphur dioxide. We intend to grant to the firm mentioned the right to set up the process in Germany, and for third parties, in all countries. The Maschinenfabrik Esslingen shall make a payment, in a lump sum, of 7 1/2% of the value of all completed independent plants it builds and supplies to firms not connected with I.G.; such payment shall amount to 10% if the Maschinenfabrik Esslingen should supply the compressor only. Should the patent not be granted, the payment will be reduced by 2 1/2%. The contract is to be valid for the duration of the patent to be granted for the application; should a patent not be granted, the contract will remain in force until 31 December 1945. In view of the possibility of a conflict with a similar contract with the Lang-Hilpert-Patentshacht in Nuernberg negotiations with Esslingen are to be taken up again to arrange if necessary that the above contract should not come into force as far as chlorine compressors are concerned, before the contract with Lang-Hilpert has expired (April 1939).

15.) Pressure centrifuges
Agreement with the firm C.G. Haubold A.G., Chemnitz. Gaus

We have applied for a German patent for a process for the working by means of centrifuges of mixtures of substances under pressure. The firm C.G. Haubold A.G., Chemnitz,

is to be granted the right to manufacture pressure centrifuges for this process in Germany and to distribute them in all countries, against payment of part of the value of the completed pressure centrifuges excluding intake and discharge apparatus. The payment is to be 10% and is to be reduced to 5% if our invention is not patented.

- 16.) Glossy surfaces on paper. Hermann
Sale of our U.S. patent No. 1 703 961.

The above patent is concerned with the production of gloss on one side of paper by means of treatment with methyl cellulose. As we do not attach much importance to the process and as an opportunity has occurred to sell the patent to an American firm, it will be sold against payment of a lump sum of about \$ 400-500.—

- 17.) Use of wetting agents in saponaceous baths. Hermann
Contract with Dr. Ullmann, Vienna, and Chemische Fabrik
Pfersoo G.m.b.H.

Ullmann and Pfersoo are the holders of the German Patent No. 576 366 and the corresponding foreign patents on the admixture in sub stoichiometric quantities of wetting agents unaffected by hard water to saponaceous baths (Hydrosan process). A correspondence has been carried on about the process with Pfersoo and Ullmann, because they claimed that the use of Igepon in saponaceous baths constituted an infringement of the patents mentioned. Since a law suit would involve considerable expenses for professional opinions etc., it would seem advisable to conclude a licence agreement, which would apply also to our customers and to the firm connected with us in the detergents sector.

In return, and as compensation for any claims which may have been made already, we shall pay 3 500.- Austrian shillings to Ullmann, and RM 3 200.- to Pfersee.

18.) Production and utilisation of cyclic anilines of higher molecular weight and their derivatives containing traces of sulphuric acid.

Herrmann

Agreement with Dr. Chwala and Dr. Waldmann, Vienna,

Chwala and Waldmann have developed processes for the production and utilisation of cyclic anilines of higher molecular weight and their derivatives containing traces of sulphuric acid, which are used as levelling agents in vat dyeing, as detergents with excellent lino soap preventing properties, and as softening agents for artificial silk. They intend to transfer to us their results for practical exploitation. An arrangement will be made whereby we shall pay a lump sum of RM 10.000.- when the contract is concluded and a further sum of RM 5 000.- in Austrian shillings when the German patent is granted, and whereby the inventors will, if products manufactured by those processes are put on the market, receive a share in the total turnover in the form of part of the net sales value.

19.) Block casting process Junghans.

Pistor

Junghans holds protective rights connected with processes and apparatus for the continuous casting of metal rods. We have secured a non exclusive licence for Germany for this process which is superior to our own block casting process and which has proved its worth in Al - alloys for several years, for Al as well as Mg and their alloys (min. 50% mg) providing a most favoured nation clause in our favour and the right of unilateral exchange of experimental data and the acquisition of improvements against current payment of royalties, fluctuating in accordance with output between 2 and 0.1 Rpfg per kg. Apart from current royalties we paid the sum of RM 25 000.- for the application of the Junghans process to Mg and its alloys.

Remarks on the credits of Main Group No. 2 for TMA meeting
on 16 September 1937.

The credits submitted to the special meeting of the Main Group No. 2 on 7 September 1937 will be passed on to TMA with the following alterations:

Para: Ludwigshafen

- 16 Expansion of top storey (Laundry, Tailorshop etc.)

RM 111.000.- postponed

Store for lino mill plant

RM 520.000.- postponed

Technikum

RM 126.500.- postponed

- 17 Steam conversion plant including condensation store etc.

RM 990.000.- postponed

- 41 Blankit: vertical extension of South wing of Bau Ia 379

RM 355.000.- postponed

- 55 Hydro acid: Expansion of the intermediates plant in Bau
 Lu 29

RM 1.060.000.- postponed

H o c h s t

- 5 factory fence

RM 13.000.- repairs

- 39 Spare parts for sodium chloride plant

RM 19800.- repairs

- 56 Expansion of stearic acid diethylester plant

RM 42.300.- postponed for investigation

<u>Page:</u>	<u>HOECHST</u> (continued)
61	Rebuilding of the Solvent Plant (IInd Stage of Construction) RM 2,085,000.— Postponed pending examination.
75	Central Grinding Plant: IInd Section of Building/Powder (Zentralsuellerel) Grinding Plant RM 1,061,300.— postponed.
70	Direct motor drive for 5 ice-containers RM 23,700.— To be charged to repairs account: " 17,000.— Remainder thus: RM 6,700.—
	<u>MAINKUR</u>
10	Erection of a dye works
23	Air raid shelters RM 335,000.— and RM 15,000.— postponed
	<u>KNAPSACK</u>
43	Erection of new lime and coke crushing and transportation plants RM 3,365,000.— Postponed pending examination
	<u>LEYERKUSEN</u>
44	Sulfur plant with a capacity of 20 tons per annum RM 550,000.— postponed.
	Extension of the Azobenzene plant - 8 amalgam cells RM 275,000.— postponed pending examination.
57	Increase in Benzidine output - installation of 3 boilers RM 100,000.— postponed pending examination
58	Construction of a new Intermediates Plant designed for the extension of Department Z W 11 RM 2,460,000.— postponed.
	Glycol Acid and Tolamine: New Intermediates Plant RM 770,000.— postponed pending examination
	<u>WISSEBURG</u>
38	Leaching plant for gold and lead (supplementary application) Amount of loan, namely RM 300,000.— was increased to RM 500,000.—

Page: BITTERFELD.

- 33 Removal of dust from the flue gases from the power plant
RM 190,000.—

Engineering Committee: The plant would be sufficient for 30 tons of steam. In order to provide sufficient equipment to produce all the steam required it was estimated that an additional 1.2 million Marks would be required.

Installation of the Buchholz Safety Devices in Transformer-House I

RM 83,000.—

Repairs.

- 48 Supplementation of production equipment in the Electron metal plants

The amount of the loan, namely RM 192,000.— was reduced by

" 52,250.— to RM 139,750.—

BRUNNEN.

- 34 Construction of new workshops

RM 385,000.—

postponed.

WOLFF.

- 35 1 electric freight truck, 2 electric trolleys RM 18,000.—

Engineering Committee recommends the procurement of a normal freight truck driven by a gasoline engine, instead of an electric freight truck.

- 36 Establishment of dye works in building No. 19

RM 95,600.—

postponed pending examination.

Increase of the capacity of the Mulde Water Works by 50,000 cbm per day; raising of the capacity of the return-flow canals by 100,000 cbm per day.

The amount of the loan required namely RM 1,573,000.—

was increased to

RM 1,930,000.—

- 82 Muck production equipment

RM 38,950.—

postponed.

The following loan applications were to be added:

VERDINGEN.

Replacement of the mixing drum

RM 11,700.—

Nitrating acid mixture: Aluminum pressure boiler

RM 3,800.—

Sales Combined:

<u>Hanover</u>	Mercedes-Benz-Pullman limousine	RM 6.815.--
<u>Poland</u>	Chevrolet-delivery van for Barwanil, Lodz	RM 4.700.--
<u>Spain</u>	Mercedes-Benz limousine, 2.3 litres, Valladolid	RM 5.900.--
<u>Turkey</u>	Automatic telephone exchange for Turkanil, Istanbul	RM 2.600.--

Production abroad:

<u>China:</u>	Mixer for the mixing plant at Shanghai (supplementary application)	RM 5.400.--
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Appendix 1) to the Minutes of the meeting of the Technical
Committee held on 18 September 1937.

Aufsichtsrat: von Rath

Hannauer
A.v. Weinberg
Kreckeler
O.v. Weinberg

Verwaltungsrat: Bosch

Kalle
Schmou

Technical Committee: ter Meer (chairman)

Schmitt
Geus
Gajewski
Hoerlein
Pistor
Hermann

Jacobi
Seidel
Mueller
Scharf
Jaehne
Schneider
Buetefisch
Sauer

v. Schnitzler
Selck

Otto
Oster
Kuehlon
v. Kierien
Fuhl
Duisberg
Brueggemann

Riese
Strombeck
Hanning
v. Staden
Loehr

Struss (recorder)

Rubber Stamp: Department of the Directorate
Leverkusen
9 December 1937

I.G. FARBEINDUSTRIE
AKTIENGESellschaft
Office of the Technical Committee
Frankfurt (Main) 20, 8 Dec. 1937
Grüneburgplatz

To the members of the Technical Committee

as also to Geheimrat Prof. Dr. Bosch	Ludwigshafen
Dr. H. Schmitz	Berlin
Generaldirektor Dr. P. Mueller	Treisdorf
Direktor Dr. O. Seidel	Ludwigshafen
Direktor Dr. O. Scharf	Halle/Saale
Direktor Fr. Jaehne	Ffm.-Hoechst
Directorate	Leunawerke
Central Bookkeeping Department	Frankfurt/Main

Re: Technical Committee conference in Frankfurt/Main on 17 Dec. 1937.

We inform you in the following of the provisional agenda for
the conference of the TECHNICAL COMMITTEE which will take place
on Friday, 17 December 1937, 9:30 a.m. in Frankfurt/Main,
Administration Building.

- I. Development of the Firm Halle & Co. A.G.
since its Conversion to Cellulose Products
and future Extension Plans. Schwalbe
- II. Development of the Coal and Power Requirements. Hencky
- III. Exploitation of Hydroelectric Power. Staib
- IV. Credits and Disbursement Costs.
- V. MISCELLANEOUS :
 - 1) Result of the Engineering Experiments during
1937 and New Applications for 1938. Jaehne

OFFICE OF THE TECHNICAL COMMITTEE

(signature) STRUSS

AGENDA

for the Conference of the TECHNICAL COMMITTEE in the Administration
Building on Friday in Frankfurt/Main, 17 Dec. 1937, 9:30 a.m.

- | | | |
|-----------|---|------------------|
| I. | <u>Development of the Firm Kalle & Co. A.-G. since its Conversion to Cellulose Products and future Expansion Plans.</u> | <u>Schwalbe</u> |
| II. | <u>Development of the Coal and Power Requirements.</u> | <u>Hencky</u> |
| III. | <u>Exploitation of Hydroelectric Power.</u> | <u>Staib</u> |
| IV. | <u>Credits and Dismantling Costs.</u> | |
| V. | <u>MISCELLANEOUS :</u> | |
| | 1) <u>Result of the Engineering Experiments during 1937 and New Applications for 1938.</u> | <u>Jaehne</u> |
| | 2) <u>Zinc Oxide Special.</u> | <u>Seidel</u> |
| | New Settlement of the Agreement with the Firm R. Engler & Dr. F. Becker, Prague. | |
| | 3) <u>Water Electrolysis and Production of Zinc Dust by Electrolysis.</u> | <u>Seidel</u> |
| | Agreement with Siemens & Halske, Berlin-Siemensstadt. | |
| | 4) <u>Diluent for Naurit Glue.</u> | <u>Seidel</u> |
| | Purchase of a Patent Application of the Firm C.F. Spiess & Sohn, Kleinkarlbach. | |
| | 5) <u>Dyeing of Esters and Ethers of Cellulose</u> | <u>Seidel</u> |
| | Agreement with the Firm Geigy concerning the German Application G. 90 929 IVa/Em. | |
| | 6) <u>The Field of the Tanning Agents.</u> | <u>Seidel</u> |
| | Contract of Association with Prof. Dr. W. Grassmann, Dresden. | |
| | 7) <u>Radiation Superheater.</u> | <u>Schneider</u> |
| | Agreement with Rheinmetall-Borsig A.-G., Berlin-Tegel. | |
| | 8) <u>Silica Gel.</u> | <u>Schneider</u> |
| | Contract with Bamag-Maguin A.G., Berlin | |
| | 9) <u>Contract of Association</u> | <u>Schneider</u> |
| | with Prof. Dr. Hans v. Wartenberg, Goettingen | |
| | 10) <u>Cyclohexylamine.</u> (Crossed out in original) | <u>Hermann</u> |
| | (Handwritten remark: CF_4 , Zinc Chloride Aliphatic Amines) | |
| | Granting of a license to Eastman Kodak Company New York. | |
| Initials. | 11) <u>Melamin - Production.</u> | <u>Jacobi</u> |
| | License Contract with Ciba. | |

Rubber Stamp: Department of Directorate
Leverkuser
23 December 1937

MINUTES

of the conference of the Technical Committee on Friday, 17 Dec. 1937
9:30 a.m. at Frankfurt/Main.

Present: The gentlemen mentioned in Enclosure 1.

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I. <u>Development of the Firm Kalle & Co. A.-G.</u> <u>since its Conversion to Cellulose Products</u> <u>and Future Expansion Plans</u>	2
II. <u>Development of the Coal and Power Requirements</u>	2/3
III. <u>Exploitation of Hydroelectric Power.</u>	3
IV. <u>Credits and Dismantling Costs</u>	4
V. <u>MISCELLANEOUS:</u>	
1) <u>Result of the Engineering Experiments</u> <u>during 1937 and New Applications for 1938</u>	5
2) <u>Zinc Oxide Special</u> <u>New Settlement of the Agreement with the</u> <u>Firm R. Engler & Dr. F. Becker, Prague</u>	5
3) <u>Water Electrolysis and Production of Zinc</u> <u>Dust by Electrolysis</u> <u>Agreement with Siemens & Halske,</u> <u>Berlin-Siemensstadt</u>	6/7
4) <u>Diluent for Kaurit Glue</u> <u>Purchase of a Patent Application of the</u> <u>Firm C.F. Spiess & Sohn, Kleinkarlbach</u>	7
5) <u>Dyeing of Esters and Ethers of Cellulose</u> <u>Agreement with the Firm Geigy concerning</u> <u>the German Application G. 90 929 IVa/8m</u>	8
6) <u>The Field of the Tanning Agents</u> <u>Contract of Association with Prof.</u> <u>Dr. V. Grassmann, Dresden</u>	8/9
7) <u>Radiation Superheater</u> <u>Agreement with Rheinmetall-Borsig A.-G.</u> <u>Berlin-Tegel</u>	9

Initials

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8) <u>Silica Gel Plants for Gas Drying</u> Contract with Basmag-Meguini A.-G., Berlin	9/10
9) <u>Contract of Association</u> with Prof. Dr. Hans v. Wartenberg, Goettingen	11
10) <u>Aliphatic and Aromatic Amines</u> Granting of a License to Eastman Kodak Company, New York	11/12
11) <u>Melamin - Production</u> License Contract with CIBA	12/13
12) <u>Sulphuric Acid from Gypsum</u>	13
13) <u>Contract of Association with Prof. Scholder,</u> <u>Karlsruhe.</u>	13

- I. Development of the Firm K A L L & Co., A.G. since its
Conversion to cellulose-products, and plant for future expansion.

SCHWALBE.

The development of the new fields of activity of the
Bibrich Works, after conversion in 1925/26 were described. The
great increase of all branches of production which started in
1934, and which are all housed in old buildings and confined to
a narrow plant area, has led to great difficulties. Now that it
has been possible to purchase a tract of land situated west of the
factory, the erection of a completely new plant
can be started. The costs will amount to approximately 15 million
Marks and will be spread over a period of 6 to 8 years.

- II. Growth of coal and power requirements. HENCKY.

The entire German pit and brown coal consumption as well
as that of electric power has increased considerably during the
last few years and is still increasing. The reserves of pit
coal in Germany are so great that there is no need to worry
about them in the future. The visible reserves of brown coal,
however, according to the rate of consumption in 1937, will not
last for more than 150 years. As far as the brown coal properties
of the I.G.

in Central Germany are concerned the position is still more unfavorable, so that the question of extending the life of our Central German mines assumes great importance.

III. Utilization of hydro-electric power.

STAIR.

The main sources for the supply of hydro-electric power are the southern tributaries of the Danube - the Iller, Lech, Isar and Inn. The possibilities of development, the estimated costs, as well as the problem of transmitting the energy to Central Germany were discussed.

In the ensuing discussion WESS (WACKER) in particular was very strongly in favor of the I.G. participation in the Southern German hydro-electric projects.

It was agreed that first of all the competent Bavarian authorities should be contacted - possibly the Office for German Raw and Industrial Materials - in order to examine the possibility of the I.G. participating in the development of the Southern Bavarian hydro-electric power.

IV. Credits and dismantling costs.

(Hand-written remarks: "CONFIDENTIAL", "DO NOT PASS ON" followed
by a column of illegible figures)

1.) General Credit situation. STEUSS.

The amounts allocated to the three main groups for 1937
were all agreed upon. For 1938 a temporary budget was submitted
which provides somewhat larger amounts for the main groups 1 and
2 than those for the current year. This budget * is to serve as
a guide until further notice. It was agreed that the technical
personnel of the I.G. must not be increased beyond the present
strength.

* hand written notes submitted only to the TEA office.

2.) Present credits and dismantling costs.

After making several changes, which will be communicated
to the offices concerned, the present credits and dismantling
costs were submitted for approval.

Lime and Coke Crushing Mill and Transport Installation in Knapsack.

RM. 3 265 000.-

It was agreed to examine the question again and see
whether or not it is possible to purchase dry coke which would
make the building of a drying installation in Knapsack unnecessary.
The credit is to be held open until this question is cleared up.

Reisharrer Kupferhütte. (Copper Smelter)

Due to the drop in metal prices it is doubtful whether the
three-year plan can become self-supporting. KUEPER will find
out if the price of S (translator: sulphur ?) should be changed.

V. Miscellaneous

- 1.) Results of the engineering experiments 1937
and new applications for 1938.

JAEGER.

It was decided to refer the matter to the next conference.
The new applications for 1938 amounting to RM 2 034 500.- were
agreed.

- 2.) Special Zinc Oxide.

SEIDEL.

New arrangement arrived at in the agreement with the firm
H. ENGLERT & Dr. F. BECKER, Prague.

Since 1938 we have had a licence agreement with the
firm ENGLERT & BECKER for their German Patent No. 537 715
concerning the use of the zinc oxide, obtained from the
production of Zong-lit and hydrosulphite as a vulcanisation
accelerator in the rubber industry. So far we have paid
ENGLERT & BECKER for the zinc oxide yielded and prepared from
the production of Zong-lit and Hydrosulphite when we used it
in the rubber industry or sold it for utilisation in the rubber
industry. This fee amounted to 10% of the sum exceeding the
net proceeds which we received when the material was sold for
other uses. There were differences of opinion about the way
this excess should be calculated, but under the new arrangement
these have been settled. We are now to pay for 1937 a fee of
2,4% of the gross proceeds and for 1938 a fee of 2,75% of the
gross proceeds from the zinc oxide sold to the rubber industry.
New negotiations will be conducted for 1939. It was agreed to
make an additional payment of a lump sum of RM. 4 000.- for the
period already elapsed.

3.) Water electrolysis and production of zinc dust by electrolysis.

Agreement with SIEMENS & HALSKE,
Berlin-Siemensstadt,

SEIDEL.

It was arranged to deal jointly with the water electrolysis field and the production of zinc dust by electrolysis.

Both S. & H. and ourselves have installations for water electrolysis which are ready for operation. S. & H. are to receive the exclusive rights for all countries for the production and exploitation of the electrolytic water decomposer developed by us and which operates according to the construction principle of the filter press. This excludes the field of the petroleum industry, where we are bound by other contracts. S. & H. is to pay 7,5% of the net sales price as a license for all electrolytic water decomposers delivered - regardless of their construction. We ourselves as well as the firms associated with us are to receive a discount of 5% on the lowest prices, apart from the 7,5% deduction resulting from the omission of the fee.

Two pilot plants will be installed in Ludwigshafen for the production of zinc oxide by electrolysis. One of them will work according to our process and the other according to the process of S. & H. The costs of erection and operation are for our account. S. & H. are to place at our disposal a qualified expert to carry out the experiments, which it is estimated will take 6 months. As soon as the results of the pilot plants are known it will be decided whether a large scale plant is to be constructed and which of the two processes is to be adopted for the manufacturing. The large scale plant will be furnished by S. & H. at competitive prices and on comparable conditions. Deliveries to other firms, to ourselves and to the firms associated with us are to be subject to

the same conditions concerning payment of licenses and price reduction as in the case of the contract for water electrolysis. Both agreements terminate on 31 December 1947 and will be extended for 3 more years unless notice is given 3 months before termination.

4.) Diluent for Kaurit Glue.

SEIDEL.

Acquisition of a Patent Application of the firm G.F.SPIESS & Sohn, Kleinkarlbach. SPIESS & Sohn have offered us a patent application which will protect a process for the production of a glue diluent which consists mainly of finely ground fillers containing cellulose, with the addition of a protective colloid in small quantities. The application is of interest for our Kaurit glue business and we intend to acquire it because it is necessary to use other diluents - especially wood flour - instead of the rye flour used so far for the dilution of Kaurit glue. Moreover we do not wish another firm to own protective rights for such a diluent as this could cause trouble for the customers who buy our Kaurit glue. We rejected the demand of the firm SPIESS & Sohn for a regular fee, but they agreed to our suggestion to pay immediately RM 5 000.-, a further RM 5 000.- when the patent application is paid and the balance of RM 15 000.- in the event of the patent being granted. This payment also gives us the right to apply for foreign patents if we pay for them. In consideration of the quantities concerned the payment of a total of RM 25 000.- appears justified.

5.) Dyeing of Esters and Ethers of Cellulose.

SEIDEL.

Agreement with the Firm GRIGY concerning German
Application G. 90 929 IVa/8m.

Our German patent 644 091 and the German application G
90 929 IVa/8m of the firm GRIGY, Basel, overlap in so far
as this application claims the dyeing of esters and ethers of
cellulose with dye-stuffs the production of which is protected
by the above patent. To settle this matter it was decided to
enter into the following agreement:

The patents of both parties shall be mutually licensed in
all countries with the exception of the U.S.A.. A ruling provides
that a fee of 2% of the net sales price shall be paid by the
party who exploits in the country concerned the protective rights
of the other party which have the older priority. A corresponding
settlement with the G.A.W. will be made for the U.S.A.

6.) Tanning Agents Section.

SEIDEL.

Contract of Association with Prof. Dr. W. GRASSMANN, Dresden.

It is intended to conclude a two years contract of
association with GRASSMANN, the head of the Kaiser Wilhelm-Institut
fuer Lederforschung (Kaiser Wilhelm Institute for Leather Research.)
We secure by this contract support for our work in the field of
iron-tanning agents and have the further advantage of being able
to prevent if necessary publications of the Kaiser Wilhelm Institut,
especially in the Tanning field. Prof. G. is to work and exchange
experimental data with us on the development of a rapid method
for testing the stability in storage of Iron-tanned Leather.
G. will offer to us first the results of the work done on the
basis of the contract, if they can be utilized in practice.

We were to pay G. RM 4,200.-- annually for the Kaiser-Wilhelm Institute. Should he have made particularly strenuous efforts a special allowance would be considered.

7) Radiation Superheater.

Schneider.

Agreement with Rheinmetall-Borsig A.G.,
Berlin-Tegel.

In co-operation with Rheinmetall-Borsig A.-G., a superheater for the production of highly superheated water-vapour, heated by radiation (radiation superheater), had been developed. For this, Rheinmetall-Borsig had filed 4 German patent applications, while we had filed 1. Rheinmetall-Borsig was to produce and sell this radiation superheater in so far as our interests were not adversely affected by this policy. Our requirements were also to be met by Rheinmetall-Borsig, if this firm was able to meet competition as far as price, quality, and delivery were concerned. In special cases we were to be authorized to produce the superheater ourselves. For deliveries to other firms we were to receive 5% of the net ex-factory value of the complete radiation superheater excluding the brick-work and draught-funnel. On the other hand we were to pay a fee of 2% to Rheinmetall-Borsig if we obtained the superheater from another firm thereby making use of a specific process for which Rheinmetall-Borsig had filed a patent application. The contract was to be valid for the period of validity of the German patent application in the event of no patents being granted before 31 December 1947.

8) Silica gel plants for the drying of gas.

Schneider.

Agreement with Basag-Maguin A.-G., Berlin.

This agreement dealt with the construction or extension of silica gel plants for the drying of gases produced by degassing and/or gasification processes, for example, coking plant gas, gas for long distance supply, gas for normal town supply and

water gas. Basag would build only plants in which silica gel produced by us was used. It would neither produce silica gel nor order or support directly or indirectly the production of silica gel by third parties. Furthermore, for a period of 10 years from the date on which the plant commenced to operate, it would pledge its customers to buy the silica gel needed by them for the operation of their plants, exclusively from us. Basag would be granted the right, subject to certain conditions, to license our processes to its customers within the scope of this agreement, on the basis of simple license privileges and not of transfer of property. We were to relinquish the right to build plants with the exception of the special cases specified in this agreement. We were to offer to Basag and its customers the customary amount of advice on the construction and commencement of operations in the silica gel plants, and on current operational problems arising within the plants.

In return for our efforts we were to receive 5% of the gross profit of the plants erected by Basag under the terms of this agreement, freight charges, duties, and possible commissions and taxes, having been deducted. Buildings, foundations and such machines as were not necessary for the application of the process, were exempt from this fee. We were to pay to Basag 3% of the net sales proceeds of the silica gel supplied by us to the plants built by Basag. Provisions had been made for an exchange of experimental data.

This agreement applied to all countries of the world and was valid until 31 December 1939. It would be extended for a further 2 years unless notice was given 6 months in advance.

9) Contract of Association.

Schneider.

with Prof. Dr. Hans v. Wartenberg, Goettingen.

A contract of association was to be concluded with v. Wartenberg for the period of one year against the payment of RM 4,800.--. The following problems were scheduled to be dealt with first by v. Wartenberg:

- a) Production of a material that will resist metals even at temperatures of over 1400°,
- b) Production of a crucible material of high viscosity unaffected by variation of temperature,
- c) Production of sizeable crystals of simple compounds in a zirconium furnace,
- d) Production of scientifically interesting substances which had so far not been accessible, such as, for instance CuF, CTe₂, alkali sub-halogenides.

10) Aliphatic and aromatic amines.

Hermann.

Issue of a license to Eastman Kodak Company, New York.

Kodak had applied for a license for our U.S.A. patent 1 982 985 for the production of aliphatic amines and for an option on a license for the production of aromatic amines. The following proposal was made for a license-contract:

Kodak would pay 6 cents (U.S. currency) per kilogram throughout the period of validity of the patent covering the production of aliphatic amines, for a non-exclusive-license on U.S.A. patent 1 982 895. Furthermore, they would undertake to pay, during the first 5 years, a minimum license of \$ 1500.- per year.

Should they avail themselves of the option on a non-exclusive-license for the production of aromatic amines, provisions had been made for the payment of 12 cents per kilogram and should the option be made use of during the first 5 years of the agreement, the minimum payment was to be raised to \$ 2.000.--.

The export of cyclohexylamine from the U.S.A. and its production and sale for pharmaceutical purposes was excluded, as was its utilization for photographic purposes. The payments received for the license were to be shared on a 50-50 basis with the firm Compagnie de Produits Chimiques et Electrometallurgiques Alais Froges et Camarcue, Paris, who held a 50% interest in the U.S.A. patent as a result of an interference procedure.

Before concluding the agreement it was to be examined again by Main Group 3.

11) Production of Melamine.

Jacobi.

License contract with CIBA.

Troisdorf had concluded a contract with Ciba for the combined control of world trade in molded plastics produced from melamine resins. Both in Germany and in numerous other countries where it had obtained patent protection for the production of melamine resins, Ciba had protected by means of patents of an earlier date than ours an improved process for the production of Melamine, which involved the reaction of ammonia on diacyandiamide, no water being present. Since the success of any objection which we might raise was uncertain, and since Ciba held yet another four applications, the effect of the processes covered by which was to be a reduction by 15% of the cost price of Melamine, we wished to conclude a license agreement with Ciba on the following basis: We were to receive the exclusive license for all German applications while Ciba retained the right to produce sufficient for its own requirements alone and we were to pay 3 Pfennigs for each kilogram of Melamine processed in the works of our Konzern, should use be made only of the process covered by the first Ciba-application, 4 Pfennigs should we also avail ourselves of the processes covered by the other four applications. For Melamine which was sold to

other firms, for example Henkel, the license-fees would be raised by 5 Pfennigs each, thus to 8 or 9 Pfennigs.

12) Gypsum Sulphuric Acid.

Kuehne

The existing license agreement concluded on the subject of gypsum sulphuric acid with the I.C.I., in accordance with which I.C.I. was entitled to erect gypsum sulphuric acid plants within its own Konzern throughout the British Empire, and to operate them, was to be altered, in as much as I.C.I. was to confine its activities to Great Britain and declared its readiness to furnish its experimental data to other licensees of I.C.I. also, through existing provisions for the exchange of data. In return, I.C.I. was to allow I.C.I. 25% of the proceeds of the license. Upon the expiry of this agreement, in 1941 this share was to be increased to 50% and the exchange of experimental data was to be continued.

13) Contract of Association with Prof. Scholder, Karlsruhe. Pistor

A contract of association was to be concluded with Scholder, whose current work on crystallized silicates soluble in water and on alumina and their production from clay was of particular interest to us. This agreement, making provision for an annual payment of RM 5,000.--, in which amount the allowance for an assistant was included, was at first to be concluded for a period of 3 years. It would embrace in particular the inorganicophysical field and all the results of Scholder's work within the scope of this agreement, in so far as they were of value in connection with industrial exploitation, would be furnished to I.C.I., who alone would be authorized to dispose of them and to apply for patents. Scholder would not be allowed to offer his advice or services to third parties, in connection with work falling within the sphere of agreement.

Appendix 1) to the Minutes of the Meeting of the Technical
Committee records held 17 Dec. 1937.

Aufsichtsrat:

von Rath
A. v. Weinberg
Krekeler
C. v. Weinberg

Verwaltungsrat:

Kalle
v. Simson

Technical Committee:

ter Meer (Chairman)
Gajewski
Hoerlein
Pistor
Kuehn
Hermann

Jacobi
Zeidel
Mueller
Scharf
Jaschke
Schneider
Boatofisch
Runge

Muehlen
Otto
Oster

Buhl
Ilgner
Fencker
Daisberg

Hencky
Schwalbe
Staub

Sauer
v.d. Bey
Buerger
Riess
Ambros
Muerster

Hess (Wacker) in connection with
item III
Struss (recorder)

A g e n d a

for the Conference of the Technical Committee
in the Administration Building Frankfurt/Main on Monday,

7 February 1938 9:30 a.m.

- I. Development of Acetylcellulose in the last Years. SCHEMME.
- II. Estimated Depreciations. Handwritten: Consider interests
DENCKERS.
of capital before earnings.
- III. Report on Social Conditions. Handwritten: SCHEIDT.
120 Millions 57% of the wages.
Welfare
- IV. Credits and Dismantling Costs.
- V. Miscellaneous.
- 1.) Result of the Engineering Experiments during 1932 and New Applications for 1938. JAEGER.
- 2.) Clearing Prices within the Concern. DENCKERS.
- 3.) Spherical Gaskets. SCHEIDT.
Agreements with the Bergwerk Fried. COETZ A. G., Burscheid, concerning D.R.G.M. (Registered Trade Mark) 1 407 149
- 4.) Refining and Reclaiming of Materials containing Silica, which occur naturally. SCHEIDT.
Purchase of the German Patents 581 123, 596 093 from Dr. Ing. Franz KROZIL, Austria.
- 5.) Removal by Washing of Carbonic Acid from Gas Mixtures. MUESTER.
Agreement with the Bergwerkverband for the Utilization of Protective Rights of the Kohlentechnik G.m.b.H., Dortmund-Eving, concerning Patent Application B 177 526 IV b/121
- 6.) Oxidation of Ketanes. SCHEIDT.
License Agreement with Dupont concerning our U.S.A. Patent 2 006 183.
- 7.) Inorganic-Physical Field. BURGIN.
Contract of Association with Prof. SCHOLDEK, Karlsruhe.
- Initials: (handwritten)
Dr. C.
T.D.C.
- 8.) Evaporator for Water. KUEHN.
License Agreement with the Firm
AMMAN & REICHEN, New York, concerning our U.S.A. Patent 1 809 926

Rubber Stamp: Department of the Directorate
 Leverkusen
 12 February 1938

M i n n t e s

of the Conference of the Technical Committee on Monday, 7 February
 1938 9:30 a.m. at Frankfurt/Main.

Present: the gentlemen mentioned in enclosure 1.)

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7.) Oxidation of Ketones. License Agreement with Dupont concerning our U.S.A. Patent 2 095 183.	11
8.) Inorganic Physical Field. Contract of Association with Prof. SCHOLLER, Karlsruhe.	11
9.) Apparatuses for the Condensation of Condensable Vapors. License agreement with the Firm ALCOCK & HEDGECOCK, New York, concerning our U.S.A. Patent 1 909 936.	11/12
10.) Aliphatic and Aromatic Amines. Granting of a License to EASTMAN KODAK Company, New York.	13

I. Development of Cellulose Acetate during the Previous Few Years:
Hofmann.

By way of introduction, reference was made to the chemistry of reactions during the esterification of cellulose, and deductions made on the theoretical and practical results produced by the characteristics peculiar to acetylation. In connection with the above, the methods for the production of acetic acid anhydride and the process employed for the concentration of diluted acetic acid were described, as these processes exercised an important influence on the question of the commercial desirability of the production of cellulose acetates. Cellulose acetate has been steadily gaining in importance in so far as use in the fields of acetate rayon and fibre, films, plastics and lacquers were concerned. Comparisons were drawn between the industrial development in the individual countries, particularly Germany and the U.S.A. There followed a detailed account of development within the I.G. itself; as a result of the changes introduced into the production process since 1933, it had been possible, during the preceding 6 years, to achieve a reduction of cost price to 1/3 of the original, while increasing output to 3,600 tons per year in 1937. Cost prices at that time were the same as those recorded by the largest American manufacturers. In addition, a report was given on the erection of the cellulose acetate plant on the premises of the Hercules Powder Company, which had concluded a contract with the I.G. in 1936.

In the matter of our own future development, in connection with which it was provisionally planned to expand to an output of 6,000 tons per year, technical requirements would involve a considerable increase in the size of the units and at the same time an adjustment of procedure to achieve one single, continuous process. From the chemical point of view, triacetate would gain steadily in importance. In the event of

a reduction in the cost of raw materials, and particularly in that of acetic acid anhydrides, which would follow in the train of technical development, it was to be expected that, in the distant future, the cost of production would be considerably lower than at that time.

II. Depreciation to be taken into Account in Costing. Dencker.

The Economic Groups had been required, in a decree issued by the Reich Minister of Economics, dated 12 November 1936, to draw up guiding-principles for accounting and costing, which were to be mandatory.

For this purpose, a Plant Economics Committee (Betriebswirtschaftlicher Ausschuss) had been formed in the Economic Group for the Chemical Industry, which was to deal, among other matters, with the question of the treatment of capital service together with dividend and depreciation in connection with costing. Up to that time, interest on invested capital had not figured at all in L.G. costing, and depreciation values for installations had figured only until such time as the installation concerned had been completely written off. To this extent then, the depreciation values taken into account in costing coincided with the normal depreciation values allowed for in the balance, while the special write-offs and reserve funds for the financing of new investments did not figure in the costing at all.

The fact that depreciation of installations which was not allowed for in the balance, was not taken into account as a financial factor in costing either, led to the recording of imaginary profits. From this there arose the danger that static assets tied up in the installations would gradually be used up and standards for the comparison in costing of figures for new and old installations would be disturbed.

In the production accounts, depreciation was therefore to be dealt with differently from the method employed in the final overall balance sheets.

This had been the case as early as the year 1925, when the fusion took place; at that time, the costing took into account not the depreciation values based on the original value, but the depreciation values as recorded in the latest entry in the books. By this policy, however, the rate of write-off for depreciation was retarded to an extraordinary extent, with the result that, when equipment was scrapped, a certain value was still attached to it in the books. A return to this method of booking depreciation could not be recommended. On the contrary, it was necessary to bear in mind the fact that depreciation was a factor in accountancy which should serve for a given accounting period as a standard of comparison for the depreciation of an installation through wear and tear.

From this point of view, the book value of the installation in question played no part as far as depreciation in relation to costing was concerned. It was rather the question of whether the book value was reduced by use. Even if the depreciation write-offs which were being included in costing at the time appeared sufficient in the case of new factories, the problem was of all the more importance for the old factories for the purchasing value of which too low an estimate had already been made on account of legal provisions at the time of the conversion of the gold mark, and by far the majority of which, in consequence of varying life no longer appeared as financial factors in connection with costing, despite the fact that there was doubtless a decrease in their value each year, as a result of wear and tear. This decrease in value was doubtless slowed down as a result of the sums of money expended on repairs, but was not arrested completely.

The lecture was illustrated by diagrams. Its purpose had not been to precipitate a final decision, but to direct attention to the fact that I.G.'s costing did not, by a long way, record true, actual

costs, but registered costs far below the actual ones, and that additional entries were necessary in connection with capital service, in cases in which the calculation of actual costs was the decisive factor in the fixing of prices. It was possible to maintain the viewpoint throughout that the amounts which it proved suitable to write off for depreciation in the individual case, were not the normal, estimated write-offs as recorded in the annual balance, but write-offs calculated purely from the point of view of costing. For example, this could be brought about by a certain percentage of the value of installations already written off continuing to be taken into account in costing, or by the drafting each year ^{of a} depreciation schedule, in which the percentage of the value to be written off for depreciation caused by wear and tear of the installation, was laid down for each individual plant.

III. Social Welfare Report.

Schneider.

The following questions were given particular prominence in the lecture:

- 1) Dealings with the authorities
- 2) Social Welfare Allowances
- 3) Vocational Training
- 4) Achievements of the Social Welfare Department, particularly plans for the building of flats, the expansion of the works newspaper, and the yearly bonus.

IV. Credits And the Cost of Demolition.

Loan applications on hand at the time were brought to the knowledge of the meeting and the handling of them postponed until further notice.

V. Miscellaneous:

1.) New Electric Current Contract with the R.W.E. Jaehne

The contract with the R.W.E. concluded on 1 July 1934, which comprehended the supply of the Hoechst, Griesheim, Leverkusen, Dormagen and Uerdingen works, expired on 30 June 1939. The contract concluded for the period from 1 July 1939 to 30 June 1954 had been extended to cover the Ludwigshafen-Oppau works, the Duisburger Kupferhütte, the Schloßbusch and Troisdorf dynamite factories and the Vachtberg and Zweckel mines.

The contract permitted both the supply of such quantities of current as could not be produced in the counter current plant and the transmission of excess counter pressure current through the R.W.E. network. The proportion of excess current to pure R.W.E. supply passing through the network was never to exceed 1 : 1.

With the exception of the Ludwigshafen-Oppau works, which was authorized to maintain its condenser plant at the level of output achieved at that time, but not to increase this output, the I.G. works undertook not to produce any condenser current themselves.

The purchase price for works consuming more than 10 million kWh per annum was 1.4 pfennigs per kWh, and for the smaller works consuming between 3 - 10 million kWh per annum, 2.6 pfennigs per kWh.

The contract guaranteed to the I.G. facilities for making full use of cheap counter pressure current; when the proportion of transmitter current to R.W.E. current was favorable, the average price for major works would be 1.1 pfennig per kWh.

2.) Result of Engineering and Technical Experiments in 1937
and new Applications for 1938. Jachne

Total Expenditure Estimated for 1938RM 2 034 500

as against RM 1 689 300 in 1937.

Of the above amount :

- 1.) Special experiments already examined by the Technical Committee and which concerned all Sparten RM 307 500.—
- 2.) Plant expenses of the individual works RM 33 000.—
- 3.) Expenses of the Material Inspection Offices of the major works, debited to the individual plants RM 1 694 000.—

On account of an over-load of work, approximately RM 106,000 of the amounts approved were not used in 1937. This sum was to be carried over to 1938, for the completion of work already begun.

The following were among the most important results achieved in 1937:

Processing of water, especially for boiler feed water of the super high pressure boilers, and desilification, extension of the Oppau temperature recorder (Maermeusbergangesties) which had proved extremely accurate, then the development of temperature-sensitive colors for the visual determination of surface temperature. The metric and control apparatus of the Oppau and Leuna plant controls would be adapted to the 700 atmosphere and, from that point onwards to the 2,000 atmosphere pressure zone.

Apparatus Work : First conclusion of the Ludwigshafen Ruehre-experiments, further development of atomizer-dryers, research work on the technical aspects of distillation for the establishment of preliminary data on columns and the distillation process. Vibration mill and kneading pump (for plastic materials) were being exploited industrially. Heat-resistant steels with the addition of small quantities of alloy and a hard alloy for the making of blades, which could be welded had been developed.

Research Program for 1938 : Burners for the heating of apparatus by means of gas drawn from a distance, method for the processing of water, research into the engineering and technical

qualities of plastics and their suitability for practical purposes, further development of distillation installations and of the steam-radiation apparatus which was still far from ready for industrial exploitation. Work was still in progress in various works on technical aspects of processes connected with the vibration-dryer, the separation and isolation of gases, the hydroextraction of dyestuffs, dyeing machines etc. Wolfen-Film was investigating the static electric charge and explosive qualities.

3.) Prices applying to Plants within the Konzern.

Doncker

According to the principles on which the I.G. based its calculations, deliveries from plant to plant or works to works within the firm had, up to this time, been charged for in accordance with our overhead expenses. In this way, I.G. products which were used for technical purposes and for purposes of research appeared in the books of the plant under inaccurate prices. Only the calculation of the price of nitrogen products was based on other principles.

In the interests of more accurate calculations from the point of view of production and in the interests of secrecy, it was proposed that, in future, all other products, in so far as they did not figure in plant overheads as a factor affecting costing but as items of expenditure, should be calculated according to their exchange value by means of an intermediate account in the works consuming the goods concerned. The exchange value was to be calculated in the light of circumstances controlling the individual case, the calculations being based on the trade price with a reduction for savings in current plant expenses or the costing price with an additional sum for development costs and capital service. The proposal was approved.

4.) Bellow-shaped Packings.

Schneider

Agreements with the Goetzewerk Friedrich Goetze A.G. Burscheid,
on the subject of German Registered Trade Mark (D.R.G.M.)
1 407 148.

We transferred to the Goetzewerk the right to produce and to market
bellow-shaped packings, according to the pattern covered by the above
registered trade mark. We retained the right to manufacture ourselves,
or to have manufactured by other firms, sufficient packings of this
type to cover our own requirements and those of affiliated firms; further-
more we retained the right to issue additional licenses for the registered
trade mark, should this product form a part of another device or piece
of apparatus, in respect of which we wished to issue a license.

The license fee amounted to 5% of the net sales price of the packings.
Deliveries to us and to affiliated firms were to be made free of license
fee, and with an additional discount of 5% of the normal price. In addition,
plans had been made for an exchange of experimental data. The agreement
was to be concluded for the period of validity of the registered trade
mark (maximum period of validity up to 22 April 1943) but could be nulli-
fied before that date, on 1 May 1940.

5.) Refinement and Regeneration of Natural Materials with a Silicic
Acid Content.

Schneider

Purchase of German Reich Patent (D.R.P.) 581 123 596 from Dr. Ing.
Frenz Krozil, Aussig.

In order to complete our control of patents, the following patents, offered
by their present owner Dr. Ing. Franz Krozil, Aussig, were to be bought
against payment of a sum of RM 1,000;

German Reich Patent (D.R.P.) 581 123 "Refinement and Regeneration of
natural materials with a silicic acid content"

and
German Reich Patent (D.R.P.) 596 093 "Process for the refinement and
regeneration of natural materials with a
silicic acid content; supplement to German
Reich Patent (D.R.P.) 581 123"

- 5.) The Washing out of Carbonic Acid from Mixtures of Gases.
Agreement with the Bergwerkverband zur Verwertung
von Schutzrechten der Kohlentechnik G.m.b.H., Dortmund-
Eving on the subject of patent application B 177 595 IVb/121 10/30/21

Provision had been made in the agreement on amino acids already concluded with the Bergwerkverband for us to receive a license for the protective rights of the Bergwerkverband covering the field covered by the contract. This license would be exclusive - usually excluding even the Bergwerkverband itself - as far as protective rights on production were concerned, while it would be simple only as far as protective rights covering application were concerned. These provisions had stipulated that we might raise no objection to such protective rights.

In the meantime, German Patent Application B 177 595 IVb/121, "The Washing-out of Carbonic Acid from Mixtures of Gases" filed by the Bergwerkverband, and which the latter had not mentioned to us during the negotiations, had been published, and we feared that it might be injurious to the alkali trade, if it is patent application, the subject of which we did not consider patentable, and which was dependent, at least in part, on our protective rights, particularly German Reich Patent (D.R.P.) 617 477, led to the granting of a full patent.

In order to avoid prejudice to our alkali trade as far as possible, an agreement was concluded with the Bergwerkverband, to the effect that the latter would refrain from advertising the process which formed the subject of Application B 177 595 IVb/121 in any way whatsoever, and would direct the attention of any persons who might be interested, to our alkali process. We were to pay the Bergwerkverband a lump sum, the proposed amount of which was RM 15,000.

- 7.) Oxidation of Ketones.
License Agreement with Dupont on the subject
of our U.S.A. Patent 2 005 183.

SCHULZ

Dupont desires a license for our American Patent 2 005 183 for the oxidation of a certain ketone, the name of which was not stated, into the corresponding acid. According to the negotiations, some of which were conducted by correspondence, Dupont was to be granted a non-exclusive license against the payment of a lump sum of \$ 5,000. This license excluded the use of the acid obtained by this process in the field of photography, dyestuffs and pharmaceuticals, and the sale of the acid for these purposes. Furthermore, it excluded the oxidation of ketones produced from mineral oil, natural gas or natural bitumen, i.e. products falling within the province of Jasco products.

- 8.) Inorganic-Physical Sphere.
Contract of Association with Prof. SCHULZ, Karlsruhe.

SCHULZ

A contract of association had been concluded with SCHULZ some months previously, in connection with inorganic-physical work. As SCHULZ had received more favorable offers from other parties in the meantime, we wished to extend our contract of association, at the same time increase the yearly salary from 5,000 to RM 8,000. In addition, SCHULZ was to provide an assistant, to be paid by us, and whose work would consist exclusively of carrying out duties connected with the furtherance of the interests of the I.G.

- 9.) Apparatus for the condensation of condensable Steam.
License agreement with the firm of AMANN & REICHEN,
New York, on the subject of our U.S.A. Patent 1 309 926.

KUEHL

It was intended to conclude a provisional license agreement with the firm of AMANN & REICHEN, New York, on the subject of our U.S.A. patent

No. 1 809 926, which dealt with apparatus for the condensation of steam. ARMAN & REICHEN were to receive an exclusive license on the above-mentioned patent, at first for an initial period during which it might sell apparatus up to a total value of \$ 2,000 free of license fee. In respect of sales in excess of this amount, a percentage of the net sales price was to be paid. At a later date, this provisional agreement was to be converted into a final agreement, the basis of which would be that ARMAN & REICHEN would pay a license fee on all sales of patents governed by U.S.A. Patent No. 1 809 926. Minimum payments had been laid down for the various years of the existing agreement. The agreement was limited to the U.S.A., and was to be valid throughout the period of validity of U.S.A. Patent No. 1 809 926.

- 10.) Aliphatic and Aromatic Amines.
Issue of a license to EASTMAN Kodak Company, New York
(See minutes of the meeting held on 17 December 1937)

A further examination by Main Group 3 had shown that there was no objection to the above-mentioned contract.

Appendix 1) to the Minutes of the Meeting of the Technical Committee
held on 7 February 1933.

Aufsichtsrat:	VON RATH A.V. WEINBERG C.V. WEINBERG
Verwaltungsrat:	KALLB V. SIMSON
Technical Committee:	TER MEER (Chairman) SCHMITZ ROBLIN KUEHN WURSTEN A/BROS SCHEIDT BURGIN JACOB MUELLER SCHAF JAFFE FUNG KLEINE V. SCHNITZER V. KRIEGER OSMER WEBER ANDREAS MAIER ILGEN DECKEL LAUS DUISBURG BRUGGERMAN KISSL FORMAN In connection with item I SPRUSS (Recorder)

CERTIFICATE OF TRANSLATION

12 April 1948

We,

Alfred EARL, E 398081,
Patricia E.C. WOOD, ETO 20139,
Julius J. STEUER, AGO - A - 442654,
Eugene R. KUN, D - 420 798,
Beryl C. BESWICK, ETO 20183,
Phyllis RAY, ETO 36287,
Leonard J. LAWRENCE, ETO 20138,

hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book 13 ter MEER.

.....
Alfred EARL
E 398 081
pages 1-3, 7-9, 15-16,
18, 24-26, 30-34, 73-76,
90-93, 98-100, 107-108

.....
Patricia E.C. WOOD
ETO 20139
pages 3-6, 10-14, 17

.....
Julius J. STEUER
AGO - A - 442654
pages 21-23,
27-29, 45-49

.....
Eugene R. KUN
D - 420798
pages 19-20,
35-45, 50-53,
94-97

.....
Beryl C. BESWICK
ETO 20183,
pages 53-70,
86-89, 101-106,
109-120.

.....
Phyllis RAY
ETO 36287
pages 71-72

.....
Leonard J. LAWRENCE
ETO 20138
pages 77 - 85.

Case 6
De la Roche

Military Tribunal VI

Case VI

DOCUMENT BOOK XIII

for

Dr. Fritz ter Meer

(Second Supplement in accordance with the Notice given
by Defense Counsel, Dr. Berndt, at the session of 11.
February 1948 afternoon - English Transcript Page 6814,
German Transcript Page 6940).

Presented by Defense Counsel

Dr. Erich Berndt

Karl Bornemann.

Sing



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to Document Book XIII

for Dr. Fritz ter Meer - Case VI

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Document Books XII and XIII contain the Minutes of all 17 meetings of the Technical Committee (TEA) of the I.G. Farbenindustrie A.G. from 20. October 1936 to 7. August 1939. The object of presenting the actual text of these Minutes covering the three years preceding the outbreak of World War No. 2 is to rebut the accusation of the Prosecution that the officials of the I.G. Farben prepared a war of aggression. Each of the 17 sets of Minutes bears a separate document number for easy reference when quoting or handling them during the Trial.

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86		Minutes of the TEA Meeting on 15.9.38	11
87		Minutes of the TEA Meeting on 20.10.38	37
88		Minutes of the TEA Meeting on 17.11.38	45
89		Minutes of the TEA Meeting on 25.1.39	62
90		Minutes of the TEA Meeting on 27.2.39	78
91		Minutes of the TEA Meeting on 14.4.39	88
92		Minutes of the TEA Meeting on 31.5.39	103
93		Minutes of the TEA Meeting on 23.6.39	116
94		Minutes of the TEA Meeting on 7.8.39	124

DOCUMENT BOOK XIII

for Dr. Fritz ter Meer

I confirm that all the documents (Nos. 85 - 94)
contained in this Document Book are true copies
of the documents presented to the Tribunal.

Nuernberg, 22 March, 1948.

Karl Bornemann

Defense Counsel

A g e n d a

for the Conference of the Technical Committee in the Administration
Building Frankfurt/Main on Thursday, 7 April 1938, 9:30 a.m.

- I. Development of the Application Technics in the
Field of Synthetic Rubber. Konrad.
- II. Repair Costs.
- III. Credits.
- IV. Miscellaneous:
 - 1) Roasting of Pyrite. Wurster.
Contract with Lurgi, Frankfurt/Main
 - 2) Sorbite. Wurster.
Agreement with the Firm Howards & Sons Ltd.,
Ilford.
 - 3) Production of Siccatives under Addition of Amines. Schneider.
Granting of a license for our American Patent
2,075,230 to the Advance Solvents & Chemical Corp.
 - 4) Production of Nitrogen and Oxygen. Schneider.
Agreement with Linde's Eisenachinen I.G.,
Hoeckriegelskreuth.
 - 5) Tube Connections without Flanges. Schneider.
Agreement with Vereinigte Rohrleitungsbau
(Phoenix-Maerkische) G.m.b.H., Berlin-Mariendorf.
 - 6) Process and Device for the Separation of Mixtures
of Solid Substances. Hermann.
Purchase of a Process from Prof. Dr. M. Behrens,
Glasen.

Handwritten:

Initials: E

Discuss with Dr. Einsler
Rep. (repairs?) !

Rubber Stamp: Department of the
Directorate
Leverkusen
12 April 1938

MINUTES

of the Conference of the Technical Committee on Thursday, 7 April 1938,

9:30 a.m. at Frankfurt/Main.

Present the gentlemen mentioned in Enclosure 1).

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3) <u>Production of Acetives under Addition of Amines.</u>	5/6
Granting of a license for our American Patent 2.075.230 to the Advance Solvete & Chemical Corp.	
4) <u>Production of Nitrogen and Oxygen.</u>	6/7
Agreement with Linde's Stickstoffwerke A.G., Hoeckriegelskreuth.	
5) <u>Tube Connections without Flanges.</u>	7/8
Agreement with Vereinigte Rohrleitungsbau (Phoenix-Werke) G.m.b.H., Berlin-Mariendorf.	
6) <u>Process and Device for the Separation of Mixtures of Solid Substances.</u>	8
Purchase of a Process from Prof. Dr. H. Behrens, Giessen.	

Before entering into the agenda the chairman makes honorable mention of Dr. Erich DEBELL, for many years manager of the Leuna plants. The persons present rise from their seats to honor his memory.

I. Development of the Application Technique in the Field of Synthetic Rubber.

Konrad.

Konrad describes on hand of demonstration material the very great advances made in the application technique of synthetic rubber during the last 2 - 3 years. The most difficult and most extensive field is the field of tire production. It requires nearly three quarters of all the rubber. Thousands of synthetic tires are already used today by the Military Authorities and are completely satisfactory. Tires for ^{passenger} cars are at present mass-produced by 6 different firms and tested in continuous road tests.

The construction of the large Rubber Institute (Institute for the Technology of Rubber - Gumstechnikum) is completed and some departments are working already.

II. Repair Costs.

It is pointed out that repair costs are mounting, attention is drawn to the fact that the repairs increased to a considerably higher extent than the other expenses. The plant managers are requested to devote in future their greatest attention to this question.

III. Credits.

The credit information for 1937 is submitted. The total overdraft of 1,5% are within very narrow limitations. The expenditures remaining below the credit sums amount to approximately 2%.

The credits submitted are forwarded with the following changes:
Postponed are for the time being:

Bitterfeld.

Tricresylphosphate plant/Extension from 250 to 600 tons per month
M 1.435.000.-

Igelit PCU Salzerent by 200 tons per month
M 247.000.-

Igelit PCU Extension to 750 tons per month
M 1.381.000.-

Igelit FG Extension to 100 tons per month
M 1.235.000.-

Silo plant for Igelit PCU
M 380.000.-

The following sums are suggested for approval:

	Credits submitted 7 April 1938	Approved in Advance 7 February 1938	Total
1) Nitrogen, Oils, Mines	M 18.921.435.-	20.258.300.-	39.185.235.-
2) Inorganics, Dye- Stuff Field, Pharmaceuticals	M 14.350.250.-	13.356.905.-	27.707.160.-
3) Rayon, Photo- graphic material	M 3.278.705.-	3.217.620.-	8.596.325.-
	<u>1 38.655.395.-</u>	<u>36.833.325.-</u>	<u>75.488.720.-</u>
further			
Buna Plant Schkopau	M 8.421.870.-	14.587.275.-	23.009.145.-
Wacker	M 228.500.-	-	228.500.-
<u>Dismantling Costs:</u>			
Main Group 1	M 12.620.-	8.000.-	50.620.-
Main Group 2	M 592.700.-	378.700.-	971.400.-
Main Group 3	M 35.000.-	28.000.-	63.000.-
	<u>4 670.320.-</u>	<u>414.700.-</u>	<u>1.085.020.-</u>

IV. Miscellaneous:

1) Roasting of Pyrites.

Lurgi.

Contract with Lurgi, Frankfurt/Main.

The contract concerns the roasting of pyrites that means the roasting of all products containing iron in order to obtain SO_2 in certain types of furnaces with the exception of those metal sulphides which do not permit an immediate iron production subsequently due to their content of non-iron metals.

Types of furnaces coming under the agreement are shelved furnaces, rotary furnaces and furnaces for pyrite powder. Separate arrangements shall be made from case to case for other furnace types (in particular furnaces for lump size pyrite and plate furnaces). Types of furnaces which employ a blow roasting and types of furnaces - with the exception of furnaces for pyrite powder - in which a granulation, fritting or sintering is produced during or after the roasting are dealt with separately by the partners.

We turn over to Lurgi our inventions, innovations, experiences and improvements for exclusive sale all over the world and undertake not to make our experience available to any other firm which constructs apparatuses.

We receive as compensation for all furnace deliveries of Lurgi a fee from the net sales price which shall amount to 3% in the case of shelved and rotary furnaces, to 15% in the case of furnaces for pyrite powder. Deliveries to firms associated with Lurgi or the Metallgesellschaft A.-G. are exempted from the liability to fees.

We undertake to give Lurgi a preferential position when ordering roasting furnaces.

The contract shall be valid until 31 December 1947 and be extended one year at a time, unless one years notice is given.

2) Sorbite.

Wurster.

Agreement with the Firm Howards & Sons Ltd., Ilford.

We intend to make the following arrangement with the firm Howards & Sons Ltd., Ilford, near London which has been producing sorbite catalytically for some time by a process which infringes according to our opinion, the protective rights of our English patent 354 196.

Howards receives a simple license for our English patent 354 196 for the production of sorbite and mannite and limits his sorbite sales to the countries of the British Empire with the exception of Canada. We receive as license fees:

- | | |
|---|-----|
| a) For sorbite and mannite for technical purposes | 8% |
| b) " " " " " pharmaceutical purposes | 15% |

from the net proceeds of the invoices.

Howards supplies us, if so required, for our business in the British Empire (with the exception of Canada) with sorbite and mannite at preference prices (lowest sales price minus 15, respectively 25%).

Minimum prices are agreed upon. There will be no exchange of experiences.

3) Production of Siccatives under admixture of Amines. Schneider.

Granting of a license for our American patent 2 075 230 to the Advance Solvents and Chemical Corp.

We own in the United States the patent 2 075 230 concerning the manufacture of siccatives under admixture of amines. Besides we own in America a supplementary application which has as its subject a method of carrying out the process of the main patent. The Advance Solvents and Chemical Corp., which has license rights in America to the Soligen patents

based on a previous contract wants to receive also licenses for the American patent 2 075 230 and the application mentioned. The license fee shall amount to 1% of the net proceeds of the invoice of the siccatives produced according to the patent, just as under the previous contract. The license is exclusive, but limited to siccatives from cyclic organic acids.

The Advance Solvents wants further an exclusive option for the production and the sale of siccatives according to the two protective rights mentioned, as far as these siccatives are derived from organic acids with an open chain formation, but are free of ether groups.

An option shall be granted finally to the Advance for a new application which has as its subject the siccatives from the "Leuna Carbonic Acids".

4) Production of Nitrogen and Oxygen.

Schneider.

Agreement with Linde's Eismaschinen A.-G., Hoeckriegelskreuth.

We submitted a patent application I 58 957 I/17 g for a process for the production of Nitrogen and Oxygen which was developed jointly with the Gesellschaft fuer Linde's Eismaschinen A.-G. in Hoeckriegelskreuth. The following arrangement shall be made with this company.

It is exclusively our business to procure the patent for the German patent application mentioned and to procure foreign patents.

Linde is permitted to apply the process at home and abroad and to supply to others installations for the application of the patent. Linde must not pay for Germany any fees calculated according to a fixed formula for the conversion of existing installations.

A fee which must also be calculated according to a similar formula is to be paid for abroad for new installations as well as also for the conversion of existing installations.

5) Tube connections without Flanges.

Schneider.

Agreement with Vereinigte Rohrleitungsbau
(Phoenix-Werksche) G.m.b.H., Berlin-Mariendorf.

In collaboration with the above firm we found a tube connection without flanges which tries to avoid the disadvantages of the flange connections used so far in extreme pressure lines. These disadvantages are due to the breaking danger of the bolts which are subjected to very great strain. The following arrangement shall be made for the utilization of this joint invention.

Phoenix-Werksche can apply for protective rights for the invention on its name and at its expense, but must give us the opportunity of co-operating. The agreement is only valid for Germany. In case that the Phoenix-Werksche wants to apply for protective rights abroad it will get in touch with us with regard to the conclusion of an agreement concerning the utilization abroad. Phoenix-Werksche alone has the right to manufacture and to sell the tube connections. The right to use of the firm associated with us to manufacture and to sell the connections for use in our own plants. Phoenix-Werksche pays for every connection which it delivers to foreign firms a fee of 1% of the net sales price from the delivering factory. Deliveries to us are free of fees and must be executed with a further price reduction of 10% of the lowest net sales price which would be granted to third persons or firms for a delivery of the same size.

The agreement pertains also to improvements and further developing of the tube connection which are found by any of the parties.

6) Process and device for the Separation of Mixtures of Solid Substances. Hermann.

Purchase of a Process from Prof. Dr. H. Behrens, Giessen.

Dr. Behrens has found a process and a device for separating of mixtures of solid substances by specific gravity which is contained in three patent applications. The new process permits the separation of mixtures of substances; it has a particular importance for ascertaining the composition of mixed dyes and permits to separate mixtures which could not be separated any other way. It saves time besides. As we consider the process important for ascertaining the composition of foreign dyes, we want to acquire it by paying RM 5000.- in two instalments of RM 2500.- each. The payment mentioned would also cover the association of Prof. B. in the field of drying sensitive biological substances.

It shall be examined once more whether it is actually possible to obtain a patent for the process and whether it has considerable advantages compared with the processes already known.

Enclosure 1) to the Minutes of the Technical Committee
of 7 April 1933.

Aufsichtsrat: von Rath
A. v. Weinberg
C. v. Weinberg

Verwaltungsrat: Bosch
Kille

Technical Committee:

von Meer (Chairman)
Schmitz
Gejewski
Hoerlein
Kuchne
Kermann
Buerger
Ambros
Muerster

Jacobi
Mueller
Scharf
Jochne
Schneider
Buetefisch

v. Schnitzler
Otto
Mann
Buhl
Ilgen
Bruggemann
Duisberg
Konrad (at point I)
Struss (recorder)

Return to Management Department Leverkusen.

Rubber Stamp:
Management Department
22 September 1938

Memorandum

on the Meeting of the TE (Technical Committee) on Thursday,
15 September 1938 at 9.30 a.m. in Ludwigshafen/Rhein.

Present: The gentlemen specified in Enclosure 1.

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MS.-	
Dir. Dr. Brüggemann R	
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MS:
Dir. Dr. Weisk
21.10 VY
D.C.
T.D.C. FF
Ku
wa D.

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15.) <u>Alkylophenole.</u> a) Contract with the Beckacite G.m.b.H. b) Agreement with Boehm & Hass, Philadelphia.	20
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Exhibit No.

17.) <u>Ester Salts of Sulphuric Acids from Olefines.</u> <u>Halogenation of Olefines.</u> <u>Agreement with the N.V. de Nederlandsche Petroleum</u> <u>Mij., The Hague.</u>	<u>Page</u> 22
18.) <u>Aceto-nitril - Terbutanol.</u> <u>Agreement with Acetam & Naas A.G., Darmstadt.</u>	24
19.) <u>Anthraquinone.</u> <u>Licence agreement with the Ansa, Milan.</u>	24
20.) <u>Measuring in the Thermo-chemical field.</u> <u>Association of Work agreement Prof. Dr. G. A. Roth,</u> <u>Brunswick.</u>	25
21.) <u>Flow Meter (Pressure multiplier).</u> <u>Agreement with E. Fuess, Berlin-Steglitz.</u>	25
22.) <u>History of the Plant P/SF.</u> <u>Agreements with Dr. F. Voigtlaender-Tetzner,</u> <u>Ludwigshafen.</u>	25

Before embarking upon the agenda, the chairman paid tribute to the late Manager of our Dordingen Works

LAUX.

Reorganization of the Technical Committee.

ter Meer.

The Technical Committee, consisting of the small circle of leading technicians of I.G., met again today for the first time. In the future, these meetings were again to take place regularly and all important technical problems of the I.G. were to be discussed and resolved by this board. The meetings of the Sparten which had proved their worth, and which had performed valuable preliminary work, were to be continued, but were to be adapted to the new organization of the Technical Committee.

At each meeting of the Technical Committee, a special lecture was to be delivered, on a subject drawn from the technical or scientific fields of work of the I.G. Such lectures were to be delivered, if possible not by the members of the Technical Committee, but by the younger members of the staff of our plants and laboratories, in order that closer contact might be established with the younger generation.

Bustefisch considered it necessary for the Technical Committee to meet every 4 weeks, as did the Commercial Committee, as otherwise the continuity would be broken between one meeting and the next.

Bosch proposed that certain days of the month be fixed in advance in order that the members might have sufficient warning to enable them to keep the days of the conference free.

I. Recent work on High Polymers particularly
purely synthetic Fibres.

Kleine.

Negotiations with Dupont.

The speaker reported on recent work in the sphere of high polymers, and especially on their use for synthetic fibres, beginning with a survey of research work conducted in this connection by the I.G.

The condensation polymers of the bakelite type were not suitable for spinning, being three-dimensional net-like frameworks.

Ms. 514
for Prof.
Dr. Radies

Of the addition polymers on a vinyl base, polyvinyl-chloride had been chosen as raw material for a special fibre, on account of its outstanding resistance to the action of almost all acids and lyes. The fibre could be used to particular advantage in those cases in which resistance to the action of chemicals, stability in the presence of bacteria and high elasticity were important factors.

For most of the requirements of the textile industry, however, fibres produced from addition polymers on a vinyl base were not suitable, as their melting point was too low. In order to eliminate the paraffin-like qualities of this material, it was obviously necessary to mould other binding agents into the chain. The natural albumens such as keratin and fibroins served as a pattern for this procedure, containing the carbamide group as binding agent.

There followed an outline of the work of the I.G. on the subject of the dissolution and respinning of wool, silk and caseins. Keratin could not be dissolved without decomposition. Fibroins

could be dissolved and respun in various ways. The properties of caseine fibre were poor.

The experiments conducted by the I.G. in the years 1931-1933 in an attempt to obtain synthetic high polymers, particularly of the albumen type, by means of the condensation of bi-functional compounds, had not led to the manufacture of products suitable for spinning, as it had not been possible to obtain the degree of polymerisation necessary for this purpose.

A report was then given on the work conducted by Dupont in connection with the production of linear condensation polymers with a molecular weight of over 10,000, which were called super-polyether, super-polyester, super-polyanhydride, super-polyacetale and super-polyamide. In the first place, in order to induce the advanced stages of polymerization, a special method, known as molecular distillation, was employed. Of the above-named products, only super-polyamide was of interest in connection with textiles.

Dupont had apparently attributed only theoretical and scientific value to this work, which was carried out by Carothers and 7 colleagues. They had attached no practical importance to it, as could be seen from the fact that information on the work was regularly published from 1929 onwards, without, however, application being made for any protective right whatsoever outside the U.S.A. It was not until 1935 that Dupont had tried to protect by means of patents the production and spinning of super-polyamides outside the U.S.A. In this, Dupont's scope was so restricted by its own publications that it was no longer possible to obtain a comprehensive patent.

Dupont's starting-points in the large-scale manufacture of these products were adipic acid and hexamethylenediamine.

Dupont named the product "66". The thread spun from enamel/had^(Schmelzfluss)
a specific weight of 1,1 and was firmer and more elastic than
natural silk.

At the beginning of that year, we had succeeded in obtaining
similar products by means of polymerization. By this process de-
veloped by Schlack-Aceta, cyclohexanon was transformed into cyclo-
hexanoxim by means of hydroxylamin, for example. This oxim had
been transposed into the corresponding ϵ -Aminocaprolactam. While
Carothers stated in 3 articles that this lactam could not be poly-
merized either with or without the help of a catalyst, Schlack had
successfully conducted the polymerization with the help of a suit-
able catalyst. We had named the product Perluran. The melting
point of this Perluran was approximately 220° as against 268 °
in the case of the Dupont product. The strength and elasticity of
the silk when spun were equally as good as, and the receptivity to
dyes considerably better than those of "66" threads.

We could not be refused patent protection for this process
either at home or abroad.

In exercising this patent, no impediment could be put in our
way outside the U.S.A. The raw material base at that time in use
made the expenditure involved in the process favorably small.

Kleine then outlined the negotiations with Dupont. He spoke
in detail of the technical installations, the selling price of
RM 3.50 per kg. of raw material with an output of 1500 tons per
year, as calculated by Dupont,

projected uses, the patent situation and Dupont's ideas on the subject of contracts, exchange of experimental data and license fees.

There followed, by way of conclusion, a critical commentary on "66" and Perluran in connection with the field of plastics, textile and films. The attitude to be adopted towards Dupont's offer was to be discussed at greater length and its main features were to be approved.

At the end of the statement, the composition of natural textiles such as PC, "66" and Perluran were compared and contrasted, attention being drawn to the fact that these products represented only the initial stages of a process of development which had as its ultimate goal the replacement, on a very large scale, of natural fibre by better fibre produced synthetically. This wider goal could be reached only if sufficient cheap raw materials were available. Acetylene was mentioned particularly as a raw material base in this connection.

Following this, a short report was given on the visits to the Hercules Powder Co., the Polaroid Corporation and the Agfa-Ansco.

II. Credit Situation.

ter Meer.

MS. The general shortage of money, the increase in taxes and a
16 series of other factors made it imperative to reduce the level of
for expenditure for new plants to that of normal amortization
Prof.Dr. rates with the greatest possible speed.
Einsler

According to the plan which had already been discussed with the Sparten chiefs, the expenditure as laid down in the plan for 1938 was to remain unaltered. During the first half of 1939, a gradual decrease in expenditure would be brought about, which, it might be assumed, would lead to a reduction of 29% of the planned expenditure for 1938. In the second half of the year, planned amortization rates would not be exceeded.

This goal could only be attained if the granting of new loans were stopped at least until the middle of the following year. In addition, an attempt was to be made to postpone work on building projects the loans for which had already been granted, but upon which work had not yet begun.

Repair Costs.

MS. 75
for Prof.
Dr.
Einsler

Estimated costs of repairs which approximated to the same level as the cost of building new plants were to be reduced as far as this was possible without prejudicing the plants in operation. Main Groups 2 and 3 had adopted one quarter of the total for 1937 as the initial figure for these economy measures.

Research Costs.

Lack of time prevented detailed discussion of the research budget. In the first place, it was left to the individual plants to economize wherever possible.

III. Loans.

The following loans will be passed on with the following alterations:

Page:

2. Dauben

Expansion of boiler and turbine installations to provide a further 18000 kw. for I.G. plant. (Sammelachene) RM 1,600,000.-
(In addition to RM 7,000,000.-)

Tako (Engineering committee): Additional sum to be submitted to Tako (Waerme-commission?) (Power generation committee).

1. Brikettfabrik Thieissen

Installation of gears
RM 2,050.-. Repairs

10. Aluminium

Aluminium production / increase by 3000 tons per annum from 31,500 tons per annum to 34,500 tons per annum.
RM 2,900,000.- I.G. share RM 1,450,000.-

The loan will be reduced by expenses which cannot be registered (Nichtinventarisierbar) of RM 235,000.- to RM 2,665,000.- I.G. share RM 1,332,500.-

Granted subject to approval of metals sub committee.

58. Griesheim

Yet magnet preliminary processing plant for lime stone containing corundum RM 50,000.-

58. Bitterfeld

Plant for the production of niobium concentrate from corundum limestone RM 15,000.-

To await opinion of metals sub commission

Further examinations will be carried out by Tako - Dr. Schneider; results to be reported to the office of the technical committee.

It is proposed that the following loans be granted:

Main Group No. 1

Nitrogen, oils, mines	Y 23,511,346
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Main Group 2

Anorganics, dyestuffs, pharmaceutical. M 27.539.782

Main Group No. 3

Artificial milk, photo H 16.016.256

K 67.067.384

Further:

Buna Schkopau N 11.401.195

Production abroad	1.401.500
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Dismantling costs:

Main Group No. 1	12.500
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Main Group No. 2	1	390,600
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Main Group No. 3	1	5.500
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108.600

IV. Miscellaneous

1) I.G. participation in expansion of South
German water power.

Sager

Participation in the expansion of South German water power project would seem possible to a limited extent if we should decide to use the power produced in a factory on the spot. Transmission of power to Western Germany is out of the question. Building would take about 4 - 5 years, expenses would come to approximately 30 million RM.

In these circumstances, ter Meer considers the execution of such a project impossible, in view of the fact that there is no need for the construction of a new major plant in Southern Germany for the simple reason that, Schkopen and Muels can be considerably expanded.

Brosch requested that the coal position be explained in detail by Scharf in one of the next meetings before a decision was taken.

Baetefisch reported that Tacker was trying to get additional water power. The project could in all probability only be carried out in co-operation with Viag.

2) Photoelectric cell compensator to measure
direct currents of low voltage.

Schneider

Agreement with Hartmann & Braun A.G., Frankfurt/Main.

In co-operation with Merseburg Hartmann & Braun have developed a photoelectric cell compensator to measure direct currents of low voltage. The firm are prepared to sell the apparatus to us at a preferential price and to pay a certain sum for each apparatus supplied to third parties. We shall buy the apparatuses we require from Hartmann & Braun and shall try to get the firms associated with us to buy any apparatuses they might require.

-13-

from Hartmann & Braun. In exceptional cases we and the firms affiliated with us shall have the right to build the apparatus ourselves. The agreements are to be valid until a certain number of apparatus has been sold, but not beyond 1947.

3) Production and distribution of registering manometers. Schneider.

Agreement with the firm J.C. Eckardt A.G.,
Stuttgart-Cannstatt.

The construction and distribution of the registering manometers developed in Merseburg, which are characterised by the use of spiral steel springs produced by the low temperature forging process, is to be left to the firm J.C. Eckardt A.G., Stuttgart-Cannstatt. The firm will get exclusive rights for home and abroad, subject to our obligations with regard to the mineral oils industry. The firm undertakes to sell manometers to us and to firms affiliated with us at preferential prices and to pay a sum agreed in accordance with the size of the manometers for every manometer sold to third parties. In exceptional cases we are to have the right to build ourselves and to exchange technical data. The agreement is to be valid in the first instance until 31 December 1942; unless notice is given of its termination it shall be automatically extended by further periods of 1 year.

4) Protective gas from ammonia. Schneider.

Negotiations with I.C.I. and A.E.G.

The contracts to be concluded are concerned with the problem of the production of protective gas by means of splitting or burning of ammonia. ICI have been working on the problem for years, and it forms the subject of the German patent 520.572, belonging to AEG.

-14-

The ICI has an advantage over us as far as the construction of apparatus and especially practical application in metallurgy (bright annealing) are concerned. As we expect that the use of ammonia in the production of protective gas in the metal industry would considerably increase sales of liquid ammonia we wish to take a stronger interest in the development of the problem, considering also our work in the metal sector (carbonyl metals etc.) The following licence agreements are therefore to be concluded:

- 1) The ICI will grant to us an exclusive licence for their German patents in the field of ammonia protective gas and will put at our disposal their technical experimental data, blueprints etc. We shall pay a sum of 1 d per lb of the ammonia used in the plants built in accordance with ICI patents for the duration of the validity of the patents, but not longer than 15 years. We shall retain the right to use in our plants the protective gas producing apparatus developed by ourselves, and to put the same at the disposal of the AEG for further development; but the technical data supplied by ICI may not be used for these types of equipment. There will furthermore be a most favoured nation clause in our favour as against the foreign firms obtaining licences from ICI.
- 2) AEG will receive our technical data and patents in the field of protective gas from ammonia and those of the ICI. AEG undertakes in return to obtain from us the chemicals required (ammonia, silica gel, catalyst), and undertake furthermore to supply the other German firms building furnaces with gas producing apparatus. The AEG or their customers shall pay as royalties $\text{RM } 0.10$ per kg NH_3 ; the AEG will furthermore pay 50 % of the patent fees on ICI patents.

-15-

5) Research in the carbonyl metals field. Schneider.

Contract of association with Professor Dr. W. Koester,
Stuttgart.

We intend to commission Koester, Director of the Kaiser
Wilhelm Institut for Metallforschung at Stuttgart, with research
into certain problems relating to our carbonyl metals, until 1939
in the first instance. He will especially employ an assistant to
work on the tasks set by us. A monthly sum of RM 400.- is to be
the honorarium.

6) Supermicroscope. Lehmann.

Contract with Siemens and Halske, Berlin.

Siemens & Halske have developed the supermicroscope to such
a pitch by means of electronic lenses, that it admits of accurate
magnification of more than 30 000 with a good instrument. The
first microscopes are to be put on the market in about two years'
time. By means of co-operating with Siemens and Halske we will
have an opportunity at this date of working on completed series
of experiments in Berlin and to obtain an option on 3 super
microscopes at the price of RM 60,000.- a piece, within 1 year.
In return for considerable advantage in the utilization of this
instrument, which is important for us especially for biological-
pharmaceutical research, but also for dyestuffs, textiles, and
synthetics, we undertake not to build or distribute any electronic
microscopes ourselves before 1955, and to pass on to Siemens and
Halske without demanding royalties all technical improvements we
might make. Special methods of examination on the other hand we
shall have the right to keep for ourselves.

-25-

- 7.) Test paper (dichlorindophenol paper) Lautenschlaeger
Agreements with Prof. Scheer, Frankfurt/.

Dichlorindophenol paper is a test paper which reacts to Vitamin C, and which is to be developed in collaboration with Scheer to the extent that it can do justice to all the demands made on such a paper in practical use. After this goal has been achieved, Scheer is to receive a lump sum of RM 1.500.— for his cooperation and a share of 1% of the turnover from the paper for 15 years.

- 8.) Vinyl field. Lautenschlaeger
Contract with Wacker-Chemie.

The contract comprises an over-all agreement defining the position with regard to Wacker-Chemie as far as the following products are concerned:

Monomeric vinyl acetate,
Polymeric vinyl acetate,
Polyvinyl alcohol,
Polyvinyl acetate,

and refers to the whole world, with the exception of the countries in which Wacker-Chemie has already given licences for the products named (USA, France and Italy).

The contract covers:

- 1.) An allocation according to quota of sales in the ratio ^{of/} 1 : 1 for quantities up to 100 tons per month. For quantities over and above this, 2 IG to 1 Wacker-Chemie.
- 2.) A patent agreement with reciprocal licensing, free of charge, of patents, within the sphere of the contract.

The patent agreement excludes certain fields, such as mixed polymerisates and compounds as well as the use of the products for pharmaceutical purposes. The licensing of patent rights to the partners and the acquisition of patent rights to take place only jointly in future.

- 3.) The dues to be paid by us for the manufacturing licence for monomeric vinyl acetate to Wacker to be considerably decreased. On the other hand, Wacker is to receive RM 80,000 yearly for four years as share of expenses for the Chemische Forschungs-Gesellschaft; this sum to decrease if the turnover according to quota does not reach a certain level.

The contract is to be concluded for 15 years, with the possibility of extension for five years at a time.

9.) Production of silicium.

Buergin

Conclusion of an option agreement with Silikon G.m.b.H., Munich.

Silikon G.m.b.H., Munich, owns a process, entered for patenting, for the manufacture of an entirely silicic-acid-free primary silicium in very fine distribution. Before the process is utilized further by Silikon, we should receive an option for three months against a payment of RM 10,000.-- and of a further RM 5,000.-- for every additional three months. The option agreement to be concluded provides for our eventually taking over the process against compensation still to be fixed, if our research should have a positive outcome.

10.) Production of light metal bottles with reinforced necks.

Buergin

Conclusion of an option agreement with Birarta and Imfeldorn, Aachen/Viersen, ref. DRF. 550 994.

Bitterfeld is interested in the sole utilization of DRP 650,936, process for manufacture of light metal bottles with reinforced necks, and intends to take out an option on an exclusive licence. The option agreement planned is to run for one year against a payment of RM 10,000.—, can be extended for six months against a further payment of RM 5,000.— and would, if the option were exercised, be carried over into a licence agreement, the basic outline of which has already been laid down in the option agreement.

- 11.) Work in the field of rubber and materials similar to rubber.
Contract of association with Prof. Dr. Th. Thiesen, Berlin-Dahlem. Jabros.

A contract of association is to be concluded with Thiesen in the field of rubber and materials similar to rubber (Oppanol). Thiesen agrees to work on the questions put to him in these fields by us and also to offer us the first option on the results of this work. Honorarium of RM 15,000.— per year, out of which the assistants to be employed by Thiesen in the above-mentioned fields are to be paid.

- 12.) Apparatus for grinding and homogenisation = Jabros.
Pastormühle.
Acquisition of a patent from Dipl.-Ing. Dr. Bueche,
Leónigshafen.

Bueche, who is in our service, has offered us his patent 613 647 on a so-called "Pastormühle", recognized as an independent invention. The mill has proved its usefulness. We want to take over the patent for the price of RM 5,000.— and to give a machine factory the licence for the construction of the Pastormühle, with the stipulation that the mill

may be supplied to firms which do not belong to our Konzern for the processing of chemical products or for the practice of chemical processes only when we have given our consent. Bueche is to receive a share of the licensing fees.

13.) Manufacture of boiled oil from castor oil. Ambros

Licence agreement with Houry & van der Lande.

Licensing agreements for Germany and France on our patents for the production of boiled oil from castor oil through splitting water by means of catalysis should be concluded with the German and the French subsidiaries of Houry and van der Lande: Exploitation Gesellschaft, Deventer, namely Oelwerke Houry and van der Lande G.m.b.H., Emmerich/Rhine and Societe Industrielle et Commerciale "La Hourylande", Compiègne. The patent in question is the German patent 529 557, the French patent 679 700 and in addition to this 38 709. The licensing concerns only the production of boiled oil, not making castor oil miscible with mineral oil. With the exception of a licence existing in Germany and possibly still to be granted in France for the same part of the patent, the licences to be granted to Emmerich and Compiègne are to be exclusive. The right to manufacture for our own requirements is reserved.

On the conclusion of the contract Emmerich will pay RM 12,000.-- and Compiègne RM 8,000.-- as the purchase price. Over and above this, the two firms shall pay RM 1.50 for every 100 kg of boiled oil produced from castor oil, whether the boiled oil is produced in accordance with the process of the patents licensed or with another process

from castor oil or its conversion products. Minimum yearly rates have been agreed on for these licensing fees. The agreements are to be concluded for a fixed period of 4 years and then to be yearly recalable.

14.) Rapid wetting-agents.

Ambros

Acquisition of patent application 12 o 5.835/30
from the Chemische Fabrik Pforsee G.m.b.H.,
Leiburg.

The production of rapid wetting agents through the conversion of first running fatty alcohols from paraffin oxidation into ketones, and the subsequent sulphonation falls within the patent application above. So that we may have a free hand for the rapid wetting agents, the patent application should be bought from Pforsee against a lump sum payment of RM 3.000,-. Pforsee reserves to itself the right to share the use of the process free of charge and agrees to take no steps against our application 1. 37 737 IVc/3 o or the patent to be granted on it.

15.) Allyl phenols.

Ambros

a) Contract with Beckacite G.m.b.H.

Beckacite owns a number of patents at home and abroad, which concern the production of oil-soluble phenol formaldehyde condensation products. We have brought a plea of nullity against the oldest of the patents No. 563 376, but the settlement was not in our favor. Discussions on a direct agreement resulted in our receiving a license for export to all countries excepting the U.S. on the respective protective rights of the Beckacite G.m.b.H. for which we make Beckacite a lump sum payment of RM 25.000 plus the current tax.

The fee is based on the following percentage of the price charged to the Beckacite for the phenol concerned:

10 % for the first 100 tons a year of phenol processed by the I.G.

7 1/2%..... for the quantity between 100 and 200 tons a year

5 % for the quantity exceeding 200 tons a year.

For sales to France and England, we pay to the sister companies of the Beckacite G.m.b.H. in these countries half the license fee in the currency of the country concerned .

Provisions are made for an arrangement concerning prices, an understanding in regard to patents, withdrawal of our action for annulment against Patent No. 563 875 and mutual licensing of future protective rights in the field to which the contract pertains under conditions to be arranged separately in each case.

We have the right to supply alkylphenols to other licensees of Beckacite. For deliveries to nonlicensees an understanding is to be brought about.

The contract lasts as long as the patent 563 875 is in force.

b) Agreement with ROEPM & HAAS Co., Philadelphia.

Our patents overlap those of ROEPM and HAAS in the field of the oxalkylized Alkylphenols; in particular, ROEPM & HAAS have precedence in England and U.S.A. with their protective rights over our patents for Isopales. An arrangement is to be made for the whole field with the exception of U.S.A. and Canada on the following basis:

ROEPM and HAAS grant us exclusive licenses for their protective rights, as far as they embrace alkylphenols, their aminoalkyl, chloroalkyl

and oxalkyl ethers and the derivatives of these compounds. We shall reimburse ROEM and HAAS for their expenditure for the obtaining of the protective rights concerned. A separate settlement is intended for U.S.A. and Canada on ^a sector of the field. It will provide that the parties to the agreement grant each other simple licences for compounds of this specific type free of charge.

The main agreement terminates on 31 December 1955, the auxiliary agreement with the expiration of the last licensed patent.

16.) Process for the Separation of Isotopes. AMBROS.

Contract of Association with Prof. Dr. E. CLUSIUS, Muenchen.
CLUSIUS found a new process for the separation of isotopes; it is considered appropriate to tie him to us by a contract of association.

Monthly salary RM. 600.—, duration of the contract 1 July 1937 till 31 December 1939.

17.) Ester Salts of Sulphuric Acid from Olefines/
Halogenation of Olefines. AMBROS.

Agreement with the N.V. de Bataafsche Petroleum Mij., Haag.
The Bataafsche has been working for some time in the production of so-called ester salts from olefines (particularly sulphuric acid esters from olefines), which are to be used in as auxiliary substances for textiles. We have patent protection in some countries for the production and the use of such products. As the Bataafsche intends in all circumstances

to bring its products on the markets the following arrangement is to be made with it:

- 1.) The Bataafsche receives the right to sell without limitation the ester esters of sulphuric and phosphoric acid from olefines with at least 8 C atoms in the molecule in the British Empire including its mandated territories, Holland and her colonies, Belgium and her colonies, France and her colonies, Luxemburg, Egypt and Japan. It will sell these products in the other countries where we own patents only in so far as our patents are not affected, and will moreover keep away from the field of auxiliary substances for textiles in countries where we do not have any patents.

- 2.) The Bataafsche will not sell at all in Germany esters from olefines and their salts.

The Bataafsche recognizes the validity of our patents. It receives simple licences for them, as far as such are required for exercising the rights granted to it according to 1.). We receive simple licences free of charge for the patents of the Bataafsche in the field of the agreement.

We receive as compensation free of charge a simple licence for the Process for the Halogenation of Unsaturated Organic Compounds by Substitution, which is the most important of those protected by the Bataafsche under the German patent Application No. 39 761. This licence will probably be converted later into an exclusive licence.

The agreement will be concluded as effective from 1 January 1948 till 7 April 1948.

to bring its products on the markets the following arrangement is to be made with it:

- 1.) The Bataafachs receives the right to sell without limitation the acid esters of sulphuric and phosphoric acid from olofines with at least 8 C atoms in the molecule in the British Empire including its mandated territories, Holland and her colonies, Belgium and her colonies, France and her colonies, Luxemburg, Egypt and Japan. It will sell these products in the other countries where we own patents only in so far as our patents are not affected, and will moreover keep away from the field of auxiliary substances for textiles in countries where we do not have any patents.

- 2.) The Bataafachs will not sell at all in Germany esters from olofines and their salts.

The Bataafachs recognizes the validity of our patents. It receives simple licences for them, as far as such are required for exercising the rights granted to it according to 1.). We receive simple licences free of charge for the patents of the Bataafachs in the field of the agreement.

We receive as compensation free of charge a simple licence for the Process for the Halogenation of Unsaturated Organic Compounds by Substitution, which is the most important of those protected by the Bataafachs under the German patent application No. 39 781. This licence will probably be converted later into an exclusive licence.

The agreement will be concluded as effective from 1 January 1948 till 7 April 1949.

- 18.) Acronitril / Perbunan. AMEROS.
Agreement with ROEM & HA'S A.G., Darmstadt.

According to the agreement concluded with ROEM & HA'S in the field of acrylic acid we should also have to pay a considerable fee for the acrylic acid part of Perbunan. The amount of this fee depends on various circumstances. As ROEM & HA'S did not contribute anything to the creation of Perbunan, they were approached concerning a reduction of the fee for the quantities of acronitril used for the production of Perbunan and it was proposed to adopt the following arrangements:

handwritten:
Dr. KOPRAD 1957

The fee for the acronitril used for Perbunan shall be fixed according to the amount processed at 4 - 1.5% of the value of the acronitril; As soon as the fee amounts to RM.100 000.- it shall be reduced to 0.5% for the quantities in excess of this amount.

- 19.) Anthraquinone. AMEROS.
Licence Agreement with the Acma, Milan.

Acma shall, receive a licence for the catalytic process of production of anthraquinone from anthracene. A plant with a capacity of 30 tons per month shall be installed for it. We supply Acma with all the basic data for the process and with the apparatus and guaranteed figures for the hourly performance. Acma reimburses us by paying RM 300 000.- in 6 instalments. It also binds itself not to export the anthraquinone. Negotiations concerning further payments will take place when the production of Acma is increased to more than 30 tons a month.

handwritten: illegible name.

- 20.) Measurements in the thermochemical field. MURSTER,
Contract of Association Prof. Dr. W.A. ROTH, Braunschweig.

ROTH shall receive an annual allowance of RM. 2 000.-- for
3 years in return for the agreement to carry out certain precision
measurements desired by us in the field of thermochemistry.

- 21.) Flow Meter (Pressure Multiplier) MURSTER.
Agreement with R. FUESS, Berlin-Steglitz.

Ludwigshafen developed a flow meter which is particularly
suited for small flow velocities.

We wish to grant FUESS a licence which is by itself simple, but
exclusive for the use of the instrument in the meteorological
field. We also want to cede to him our construction data. The licence
fee amounts to 10% of the net sales price for the duration of the
desired patent, but for at least 5 years from the conclusion of the
contract. Deliveries to us and to the firm associated with us
are not subject to the licence and must be carried out at a further
reduction of 10%.

- 22.) Plant History of the BASF. MURSTER.
Arrangements with Dr. W. VOIGTLÄNDER-ETZNER, Ludwigshafen.

VOIGTLÄNDER-ETZNER shall receive provisionally for
1 year compensation at the rate of RM. 1 500.-- quarterly for
his assistance in writing the plant history of the BASF.

Enclosure 1) to the Minutes of the Technical Committee of 15

September 1938.

BOSCH	
SCHMITZ	
TER MEER	(Chairmanship)
AMEROS	
BURGON	
BUEFFISCH	
GAJEWSKI	
JAYNE	
KUEHN	
LAUTENSCHLAGER	
SCHARF	
SCHNEIDER	
WUBSTER	
SAUER	
PULIS	
KLEINE	
LOHR	
STRUSS	(recorder)
HEPPE	(ad point 1)
HOPF	
KLARE	

Handwritten: Methylcellosolve - Solvent for Methylcellulose
A g a n d a

for the Conference of the Technical Committee
in Berlin NY 7, Unter den Linden 82 (Central Finance Administration)
on Thursday, 20 October 1939, 9:30 a.m.

Handwritten: Condensation of ? (illegible) with cresol - Isopales
100 gram butadiene - 175 gram zinc dust

I. Survey of the Present Situation of the Processes for
the Production of Butadiene. Handwritten: 20 000 - 15 000 for
1 x Buna

Handwritten: Peroxides are destroyed by hot NaOH.

- 1.) Four Phase Process. MULF/SCHEIDT.
- 2.) Production of Vinyl Acetylene. VAN ZUTPHEN/HOR.
- 3.) Hydrogenation of Vinyl acetylene. STAUER/OPF.
- 4.) Production of Butadiene via
Butinellol - 10. BREKE/LU.
- 5.) Production of Butadiene from
Butene-Butylene Fractions. MUELLER-CURATI/OPF.
- 6.) Comparison of the various Butadiene
Processes as to their calculation. LOEWE/EFM.

II. Soft Coal and Power Problems in SCHEIDT
Central Germany. Handwritten: 70 Millions 4.5 Billions
Gee.(?) Soft coal

III. Miscellaneous.

- 1.) Kaurit Gum. SCHEIDT.
Agreement with Dr. Ing. Hans KLEIN, Boeblingen.
- 2.) Silent Discharges. SCHEIDT.
Purchase of the Patent Application Handwritten:
T 45045 from Prof. Hans THOMA, Karlsruhe Discuss: Wouck
and Dr. Ludwig MEER, Ludwigshafen.
- 3.) Substances for the Fixation
of Tanning Agents. AMEROS.
Agreement with Franz HASSLER,
Hamburg-Schmalenbeck.

Rubber Stamp: Department of the Directorate
Leverkusen
28 October 1938

M i n u t e s

of the conference of the Technical Committee in Berlin on
Thursday, 20 October 1938, 9:30 a.m.

Present: The gentlemen mentioned in enclosure 1).

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3.) Hydrogenation of Vinyl acetylene	2
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II. Soft-Coal-Power Problems in Central Germany	3
III. Miscellaneous	
1.) Allocation for Iron by the Reich Office for Industrial Development (Reichsstelle fuer Wirtschaftsausbau)	3
2.) Kaurit-Glue, Agreement with Dr. Ing. Hans KLEIN, Boeblingen	4
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4.) Substances for the Fixation of Tanning Agents Agreement with Franz FASSLER, Hamburg-Schmalenbeck.	5

Initials
partly crossed out

I. Survey of the Present Situation of the Processes for the
Production of Butadiene.

MULZ reports on extension and organization of the four
phase process in Schkopau, especially on the improvements in
the aldol hydrogenation connected with the more effective
preliminary purification of acetylene.

VAN ZUTPHEN gives a summary of the production of mono
vinyl acetylene by dimerization and of the by-products of this
reaction. This is followed by a short report on the production
of α -chlorobutadiene and the neoprene obtained from it.

STADLER reports on the processes of the hydrogenation of
mono vinyl acetylene to Butadiene by means of zinc dust or sodium
amalgam.

REFFE describes the organizing and the development of the
production of butadiene via butynediol -1-4.

MUELLER-GURDI reports on the work done at Oppau, where
butadiene is obtained by the addition of chlorine to butylene and
hydrochloric acid is then split off the dichlorobutane formed.

BUTENFISCH and WEROS supplement the reports by discussing
the prospects of butadiene production from butane.

The calculation results of the various processes are
summarized by LOEFF.

II. Soft Coal-Power Problems in Central Germany.

SCHAF.

The development of our Central German Soft coal deposits in the last 15 years is demonstrated by the help of diagrams. Hitherto, the increases either by the detection of new seams or by the acquisition of new fields, have exceeded reductions caused by our own consumption and by sales.

As the coal consumption of the Central German plants has increased fourfold from 1932 onward, great efforts must be made to enable the mines to catch up with the requirements.

The period of time for which the coal and current requirements of the Central German works can be covered by the stocks available are given.

A partnership in the development of hydroelectric power (literally: water power) does not seem practical at the present time.

III. Miscellaneous.

1.) Allocation for Iron of the Reich Office for Industrial Development.

The various plants of the I.G. have applied to the Reich Office for Industrial Development for the release of iron for a great number of new buildings. These relate in many cases to buildings for which the credit approval of the Technical Committee has not yet been received.

In future, only such applications for the allocation of iron may be forwarded to the Reich Office or other authorities as are based on credit demands

approved by the Technical Committee.

2.) Kaurit Glue.

SCHNEIDER.

Agreement mit Dr. Ing. Hans KLEMM, Boeblingen.

KLEMM found an improvement of our Kaurit glue for certain fields of application which consists in adding to the Kaurit glue hardened synthetic resins, in particular bakelite. The following agreement shall be made with KLEMM about the exploitation of the process. We shall receive the right for producing and selling the improved Kaurit glue and the exploitation of the protective rights for home and abroad, in return for the following payments: RM 50 000.- on conclusion of the agreement RM. 25 000.- on publication of the decision in Germany and a further RM. 75 000.- on the granting of the German patent. The last two payments are only payable if the German patent application leads to the publication or to the patent in some form that protects the addition of the bakelite powder. If the foreign patents are sold or licences are granted to third parties, KLEMM will have a suitable share in the proceeds. If the foreign patents are utilized by us through exportation, KLEMM shall receive a fee of 2% from the net sales proceeds in the country concerned for the duration of the patent.

The protective rights of KLEMM, apart from the improved glue, also apply to a remolding process and to a spatula which is manufactured on the same basis, i.e., from press powder consisting of hardened synthetic resin. KLEMM gives ourselves and Troisdorf an option for the duration of one year for this part of his protective rights.

3.) Silent Discharges.

SCHWIDDER.

Purchase of Patent Application T 45045 from Prof. Hans THOMA,
Isleruhs and Dr. Ludwig HEER, Ludwigshafen.

THOMA and HEER offered us a process for the production of special silent discharges. Although we cannot imagine any technical application possibilities for the process at the moment, the patent will, in view of the work being done in various plants be acquired against refund of the expenses of RM 2 000.- so far incurred by the owners of above application. We are prepared to consider an additional compensation should the application lead to the grant of a patent and the process has applied in practice.

4.) Substances for the Fixation of Tanning Agents.

MEYER.

Agreement with Franz FASLER, Hamburg-Schmalenbeck.

FASLER has offered us for sale the inventions contained in the applications H. 138 824, H. 138 930, H. 139 520, H. 141 686, H. 143 128 as also two supplementary applications to the two protective rights last mentioned. The application H. 141 686 has a special interest for us. It concerns the production of substances for the fixation of tanning agents by the condensation of amines with formaldehyde in the presence of considerable quantities of ammonium salts. FASLER is prepared to yield to us all rights to the above patent applications for home and abroad for the following payments: RM 5 000.- on the granting of a patent for the application H. 141 686 with no

limitation worth mentioning, as well as 5 Pfg. Licence fee for every kilogram of product sold which falls under the above applications. The minimum fee shall amount to RM. 3 000.- yearly for the first three years. After the expiration of the three years, licence fees will be only according to the actual sales.

Enclosure 1) to the Minutes of the Technical Committee of20 October 1938.

	BOSCH SCHMIDT	
Main Group 1:	SCHNEIDER BURTEPIECH MUELLER CONRAD	
Mines	SCHARF	
Main Group 2:	TER MEER	Chairmanship
Upper Rhine	AMROS WURSTER	
Main District	LAUFENSCHEIDER JAEHNE JAECHI	
Lower Rhine	HOEHLER KUEHLER	
Central Germany	BUECKIN	
Main Group 3:	GAJEWKI KLSINE	
Group Explosives and Powder	MUELLER	
	TRUSS LOEH	Recorder
Ad point 1:	WULF van ZUTPHEN STADLER HEPPE	
Ad point 2:	SAUER	

A g e n d a

for the Technical Committee's (Tea) Meeting on Thursday
17 November 1938 at 9:30 a.m. in Frankfurt on Main.

- | | |
|---|---|
| I. <u>Latest developments in the field of dyestuffs.</u> | <u>Krauslein</u> |
| (Handwritten note:) | <u>Bayer</u> |
| | <u>Pflaumer</u> |
| II. <u>The High School question.</u> | <u>Pflaumer: technical improvements</u> |
| | <u>Ambros</u> |
| | continuous processes |
| III. <u>Credits.</u> | continuous precipitation |
| IV. <u>Miscellaneous.</u> | <u>Ambros</u> |
| 1.) <u>Synthetic fats.</u> | |
| Acquisition of patent applications from | |
| Prof. Dr. Franz Skaupy, Berlin-Lichterfelde, | |
| Paulinenstrasse 27. | |
| 2.) <u>Liquid dispersions from polyvinyl compounds.</u> | <u>Ambros</u> |
| Acquisition of German patent 642 751 from A.E.G. | |
| (Allgemeine Elektrizitäts-Gesellschaft), Berlin. | |
| 3.) <u>Combustion equipment for elementary analysis.</u> | <u>Schneider</u> |
| Agreement with the firm Jenaer Glaswerk Schott | |
| & Genossen, Jena concerning German patent 642 166. | |
| 4.) <u>Sifting machine for carrying out sifting analyses.</u> | <u>Schneider</u> |
| Agreement with the Chemical Laboratory of the | |
| Earthenware Industry in Berlin. | |
| 5.) <u>Locking devices for high pressure tanks.</u> | <u>Schneider</u> |
| Agreement with the Wagner High Pressure | |
| Steam Turbines Korm. Ges., Hamburg, concerning | |
| German patents 437 441 and 485 768. | |
| 6.) <u>Dosimeter for ultra-violet rays.</u> | <u>Schneider</u> |
| Agreement with the firm P. & M. Lautenschlaeger | |
| G.m.b.H., Apparatebau, Munich. | |
| 7.) <u>Production of fertilizers.</u> | <u>Schneider</u> |
| Agreements with the firm Odda Smelteverk A.S., | |
| Oslo, concerning German patent 573 284. | |
| 8.) <u>Metal carbonyles.</u> | <u>Schneider</u> |
| Cooperation agreement with Prof. Dr. Hieber, | |
| Munich. | |
| 9.) <u>Investigation of relations between the chemi- cal constitution and physical reactions of pure carbohydrates.</u> | <u>Schneider</u> |
| Cooperation agreement with Prof. Dr. K.L. Wolf, | |
| Halle on Saale. | |
| 10.) <u>Experiments on the way metals are chemically bound in inorganic tanning processes.</u> | <u>Kuehne</u> |
| Cooperation agreement with Prof. Klemm of the | |
| Technical High School in Densig. | |

- 11.) Cooperation agreement with Dr. Antweiler, Bonn, Kaphe
- 12.) Synthetic camphor, Lautenschlaeger
Agreement with Frau Hoenicke, Berlin-Wilmers-
dorf.
- 13.) Exchangeable coatings of metal vessels, Jachne,
Licence contract with Eisenwerk Kaiserslautern
(Kaiserslautern Iron Works.)
- 14.) Enlargement of the Administration building in
Bremerstrasse.

Return to Leverkusen Directorate Department

Directorate
Department
at Leverkusen
22 Nov. 1938

Minutes

of the Technical Committee's (Tee) Meeting on Thursday 17 Nov. 1938

at 9.30 a.m. in Frankfurt on Main.

Present: the gentlemen noted in enclosure 2).

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II. <u>The High School question.</u>	3
III. <u>Credits.</u>	3/5
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2.) <u>Liquid dispersions from polyvinyl compounds.</u> Acquisition of German patent 642 751 from L.E.G., Berlin.	6
3.) <u>Combustion equipment for elementary analysis.</u> Agreement with the firm Jenser Glaswerk Schott & Genossen, Jena concerning German patent 642 166.	6/7
4.) <u>Sifting machine for carrying out sifting analyses.</u> Agreement with the Chemical Laboratory of the Earthenware Industry in Berlin.	7
5.) <u>Locking devices for high pressure tanks.</u> Agreement with Wagner High Pressure Steam Turbines Komm. Ges., Hamburg, concerning German patents 437 441 and 485 768.	7/8
6.) <u>Dosimeter for ultra-violet rays.</u> Agreement with the firm F. & M. Lautenschlaeger G.m.b.H., Apperatebau, Munich.	8/9

signed : Einsler

- | | |
|--|-------|
| 7.) <u>Production of fertilizers.</u>
<u>Agreement with the firm Odda Smelteverk A.S.,</u>
<u>Oslo, concerning German patent 573 284.</u> | 9/10 |
| 8.) <u>Metal carbonyles.</u>
<u>Cooperation agreement with Prof. Dr. Hieber, Munich</u> | 10/11 |
| 9.) <u>Investigation of relations between the chemical con-</u>
<u>stitution and physical reactions of pure carbohydrates.</u>
<u>Cooperation agreement with Prof. Dr. K.L. Wolf, Halle o. Saale.</u> | 11 |
| 10.) <u>Experiments on the way metals are chemically bound in</u>
<u>inorganic tanning processes.</u>
<u>Cooperation agreement with Prof. Klemm of the Technical</u>
<u>High School in Danzig-Langfuhr.</u> | 11/12 |
| 11.) <u>Humectol.</u>
<u>Agreement with the firm Boehme Fettchemie</u>
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| 12.) <u>Synthetic camphor.</u>
<u>Agreement with Frau Hoenicke, Berlin-Wilmersdorf</u> | 12/13 |
| 13.) <u>Exchangeable coatings of metal vessels.</u>
<u>Licence contract with Eisenwerk Kaiserslautern</u>
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<u>Brennerstrasse in Frankfurt on Main.</u> | 14 |
| 15.) <u>Physical Committee.</u> | 14 |

I. Recent developments in the dyestuffs field.

Kraenzlein
Bayer
Pflaumer

The verbal reports by Kraenzlein and Bayer covered the scientific work in the dyestuff field since 1935. Pflaumer gave condensed surveys of the technical developments. The text of their verbal reports is on file.

II. The High School question.

Ambras

The speaker suggested making cooperation contracts with a number of young High School professors. All agreed as to the handling of this matter. Kraenzlein was commissioned to make the preliminary investigations.

III. Credits.

The credit situation was shown by the attached survey (Enclosure 1). According to this a considerable decline of the credit balance is to be expected by the end of the year. But this - the figure will probably amount to 288 million Reich Marks not counting Buna - was found to be extremely high.

According to investigations conducted by the Main Group 2, it is doubtful whether the reduction of expenditures during 1939, as given on page 9, in the Technical Committee's records of 15 September 1938, will be attainable.

Therefore, the volume of expenditure absolutely necessary for 1939, will be compiled for all three Sparten (divisions) as quickly as possible.

As soon as these figures are to hand it will have to be decided as to whether the required amounts

can be made available.

Allocation of the available funds according to main groups and plants will then be made for 1939.

Taking into account these restrictions the credits applied for will be granted:

Main Group 1

Nitrogen, oils, pits RM 22,465,657.—

Main Group 2

Inorganics, Dyestuffs, Pharmaceutica " 14,214,311.—

Main Group 3

Rayon, photographic articles..... " 1,375,925.—

RM 38,055,893.—

Schkopau Bura RM 700,900.—

Production abroad RM 20,000.—

COST OF DISMANTLING

Main Group 2 RM 317,900.—

Main Group 3 " 10,500.—

RM 328,400.—

The following changes will be made in the Credit Statement
submitted to the meeting:

Pending the results of the final examination the following
credits can be taken as approved:

Page:

Main Group 2

HOXTIST

- | | | |
|----|---|---------------|
| 14 | Purchase of land for sports grounds and recreation building | RM 150,000.-- |
| 15 | A.G. zur gemeinnützigen Beschaffung von Wohnungen (Housing Company)
Purchase of land | RM 2,000.-- |
| 41 | Linde's Hydrogen cleansing plant | RM 64,600.-- |

The Demand:

HEUSEBURG

- | | | |
|----|--|---------------|
| 16 | Production of acetylene by application of electric arc | RM 660,000.-- |
|----|--|---------------|
- postponed pending the results of further investigations.

IV. Miscellaneous.

1) Synthetic fats.

Schneider.

Acquisition of patent applications from Prof. Dr.
Franz Skaupy, Berlin-Lichterfelde, Paulinenstr. 27.

The patent applications S 121969 and S 122033 offered
us by Skaupy concerning processes for the production of fatty
acids and/or natural mineral products with the aid of chlorinated
paraffin, are to be bought for RM 100.—, for each application.
In case the processes are technically exploited and patents are
granted against the application, a small licence-fee will be
paid.

2) Liquid dispersions from polyvinyl compounds. Ambros.

Acquisition of German Patent 642751 from AEG, Berlin.

In order to complete our patents in the field of
liquid dispersions from polyvinyl compounds German Patent 642751
concerning processes for the production of water-diluted pastes
from solid polyvinyl compounds, which was offered to us by
AEG, is to be acquired. Cost: RM 2.000.— plus RM 240.— for
of
reimbursement/the expenses so far incurred for the patent. The
patent expires on 20 December 1950.

3) Combustion equipment for elementary analysis. Schneider.

Agreement with the firm Jenaer Glaswerk Schott
& Genossen, Jena, concerning German Patent 642166.

The following agreement is to be made with Schott &
Genossen in respect to the above mentioned patent, which
constitutes an improvement on the Grote and Kerkeler combustion
equipment,

brought on the market by this firm:

Schott & Genossen will be granted the sole rights for the sale at home and abroad of the device needed for the application of the process, against payment of a licence-fee amounting to 10% on the net invoice value. This obligation does not hold good for sales of devices in any country abroad in which Schott & Genossen can show that they have to compete with devices not having to bear these charges.

This agreement will be concluded for a period ending ^{on} 30 September 1941.

4) Sifting machine for carrying out sifting analyses. Schneider.

Agreement with the Chemical Laboratory of the Earthenware Industry in Berlin.

The Chemical Laboratory of the Earthenware Industry in Berlin will be granted permission to construct and sell the sifting machine developed by us for conducting sifting analyses in order to determine the grain sizes of granular substances. We shall supply the necessary drawings and receive 10 % on the net sales price of each machine. We are at liberty also in future to build this machine ourselves.

5) Locking devices for high pressure tanks. Schneider.

Agreement with Wagner High Pressure Steam Turbines Korm.Ges., Hamburg, concerning German Patents 437 441 and 485 768.

In his capacity as owner of German Patent 437 441 Wagner will grant the right to the Uhde Engineering Office, to

ourselves and to the firms with whom we entertain friendly relations, to produce or have produced locking devices according to German patent 437 441 for our own use or for the use of other parties. WAGNER will in return receive 5% on the invoice value of high pressure vessels, which bear the patent protected locking device. If the patent protected locking device is used on a large apparatus, for instance on a machine, for closing an opening, the license-fee will be charged only for that part of the equipment whose weight, as against the weight of the locking device to be built in, is within the same ratio as the weight of a laboratory autoclave to the weight of its locking device..

WAGNER will receive for himself and all persons of firms who own a licence on German patent 437 441, the right to produce locking devices according to German patent 437 441 for their own requirements or those of other parties, using at the same time the elastic metal-ring licensed to Ullde by a third party and described in German Patent 485 766 and in so far as locking devices are concerned for stationary and movable plants which serve for the production and accumulation of power, namely any kind of drive, for instance, for vehicles, pumping stations, dynamos etc.,

- 6) Dosimeter for ultra-violet rays.
Agreement with the firm P. & M. LAUTENSCHLAGER
G.m.b.H., Apparatebau, Munich.

ROSEWIDEN

The dosimeter for ultra-violet rays, as ~~invented~~
developed by ourselves for the measurement of the ~~ultra-violet~~ in-
tensity, has been so far sold by the firm SIEMENS, ~~WILHELM-VALE~~,
Berlin, which, however, has not

shown sufficient interest in it, so that the arrangements with this firm were cancelled.

Of late the firm H. & F. LAUTENSCHLAGER G.m.b.H., Munich has shown interest in this instrument and is prepared to take charge of production and sales at home and abroad against payment of 15% on the normal price list quotations. We will furnish this firm with all available data on this instrument, and until further notice will supply the required test-tubes and supplementary tubes (Ueberfangroehren®). Furthermore, we will authorize LAUTENSCHLAGER when soliciting orders, to make reference to our firm and in a manner still to be agreed upon.

This agreement can be terminated by three months' notice at the end of the year, but not before the end of 1943. Under certain conditions we shall have the right to give notice to terminate this agreement earlier.

After the cancellation of our agreement with SIEMENS-REINIGER we dropped the patent on this instrument in 1936.

- 7) Production of Fertilizers. SCHNEIDER
Agreement with the firm ODA Smelteverk A.S.,
Oslo concerning German patent 573 284.

The firm ODA Smelteverk A.S., Oslo has developed a process for the production of nitrate of lime and phosphoric acid and or nitrous and phosphoric acid fertilizers, which is protected by German patent 573 284 and corresponding foreign patents.

At our request Bayerische Stickstoff-Werke A.G. (Bavarian Nitrogen Works) acquired an option until the end of 1936 against payment of Norwegian Kr. 50.000.--.

If they exercise this option B.St. W. will receive a sole licence for this process in Germany, reserving the right to grant sub-licences. Furthermore, the technical data of ODDA will be regularly communicated to B. St. W.. This licence simultaneously involves the splitting up of markets and the collection of payments receivable under this licence agreement on account of its having been granted to third parties abroad. B.St.W. have to pay a licence-fee of 0,7 Norwegian Ceres to ODDA for each kilogram of effective nitrogen produced either by themselves or by one of their sub-licences/during the period of this agreement, but not less than 50.000.-- Norwegian Krs. per annum. If the option is exercised the agreement terminates when German patent 537 284 expires i.e. at the end of 1946. As B.St.W., has the right to grant a sub-licence, we too would be able to use this process should the occasion arise.

B) Metal carbonyls.

SCHNEIDER.

Cooperation agreement with Prof. Dr. VIEBER,
Munich.

A cooperation agreement concerning the metal carbonyl field is to be made with VIEBER, Munich, who for years has worked in the field of carbonyls and who so far has been already amply assisted by us with preparations. Yearly allowance RM 3000.-- . Duration of the agreement from 1 October 1938 to 31 December 1939 to start with.

Some time ago HIESER also made a cooperation agreement in the field of precious metal carbonyles with the firm W.G. HERAEUS G.m.b.H., Hensau on Main. By contacting HERAEUS, who do not intend to produce metal carbonyles - this being too remote from their own field of activities - care has been taken that both cooperation agreements do not collide with each other, and it is planned that HERAEUS will cover their precious metal carbonyles requirements with us as far as we are able to produce and deliver.

- 9) Investigation of relations between the chemical constitution and physical reactions of pure carbohydrates. SCHNEIDER.
Cooperation agreement with Prof. Dr. K.L. WOLF, Halle on Saale.

It is planned to make a cooperation agreement with WOLF in the following field:

Investigation of relations between the chemical constitution and physical reactions of pure carbohydrates. Especially the mutual influence of chemically well-defined carbohydrates is to be tested. This appears to us to be important with a view to the production of synthetic lubricants and lubricants improving agents.

To start with, this cooperation agreement is to be made for one year as from 1 January 1939 and it provides for an annual allowance of RM 2,400.--.

- 10) Experiments on the way metals are chemically bound in inorganic tanning processes. KLEMM.
Cooperation agreement with Prof. KLEMM of the Technical High School in Densig-Langfuhr.

The monthly allowance so far paid to KLEMM for his cooperation in the mageto-chemical field on

the scientific investigation of the way metals are chemically bound in inorganic tanning processes, is to be raised from RM 200.— to RM 500.—.

- 11) Humectol. JACOBI.
Agreement with the firm BOEHME Fett-chemie G.m.b.H.,
Chemnitz.

An agreement will be made with BOEHME under which German patent 595 173 of the firm named, as well as the corresponding patents in England, France, Austria, Poland, and Czechoslovakia, are transferred to us. These patents are of importance to us, as Humectol CX comes under the patent. We shall pay a total allowance of RM 40,500.— viz. RM 7,500.— immediately and for the years 1938/40 RM 5000.— each, and 1941/45 RM 3,000.— each.

- 12) Synthetic Camphor. LAUFENBERGER.
Agreement with Frau HOENICKE, Berlin-Wilmersdorf.

Frau Elise HOENICKE, wife of the deceased managing technical director of the Swiss camphor factory Terpene, is in possession of records about a process for the production of synthetic camphor originating from the estate of her deceased husband. She has offered all the material. The following agreement will be made with her:

Frau HOENICKE will hand us all written material in her possession concerning the process for the production of synthetic camphor perfected by her deceased husband. Moreover, she undertakes

not to give any information about this camphor process or any experimental data to a third party. In return we will pay RM 6,000.--. In case a careful examination of the documents supplied should reveal that our camphor process could be considerably improved, we will again open negotiations.

In accordance with the agreement, SCHERING will bear RM 4,500.-- of the RM 6,000.--.

- 13) Exchangeable coatings of metal vessels. JAEHNE.
Licence contract with Eisenwerk Kaiserslautern.
(Kaiserslautern Iron Works).

Under file number J. 59 110 IVb/12f and with priority as from 17 September 1937 we have made a patent application for a process for the production of exchangeable coatings of metal vessels. The Eisenwerk Kaiserslautern Iron Works, with whom we are operating in the field of the coating of vessels, wish to acquire a licence for this patent application, which is at present still in the testing stage. We are ready to grant a simple licence on the condition that the licence-fee will amount to 5% in the first year of the agreement, after the first year 10%, on the net invoice value of vessels coated according to the licensed process. Accounts to be settled every six months. This licence will become effective from the moment the patent is granted on the above mentioned application and will terminate when the patent expires. Until the patent is granted licence-fees due are to be paid up to this time.

We shall reserve to ourselves the right at any time to revoke the patent to be granted in case the fees are not paid.

14) Enlargement of the Administration building in
Bromerstrasse in Frankfurt on Main.

To enable us later on to carry out the planned extension of the building in Bromerstrasse and Fuerstenbergstrasse an exchange of sites was made with the municipal administration by way of precaution. Both pieces of ground, exchanged are valued at RM 210.000.— each, so that no cash will be required.

15) Physical Committee.

After GRING's resignation R.BRILL of Oppau will be appointed head of the Physical Committee.

Enclosure 1

Credit Statement for the Technical Committee

Conference on 17 Nov. 1938.

(Figures in million RM)

	Main Group 1 Pits H-cils (Nitrous)			Main Group 2 Group 3		Total	Buna Schkopau
Carried over 1.1.38	67.9	88.3	156.2	187.6	69.7	413.5	93.8
Granted in 1938	36.1	25.6	62.7	54.9	24.6	142.3	26.4
Expenditure Jan/Sept. 1938	25.8	49.-	74.8	98.1	44.1	217.-	44.3
Current Credits on 1 Oct. 38	78.2	66.9	144.1	144.4	50.2	338.7	75.9
Credits on hand	8.4	14.7	23.1	14.-	1.4	38.5	0.7
Expenditure: during Oct.	4.3	5.6	9.9	12.-	2.5	34.3	6.4
(estimated) Nov./Dec.	9.2 14.2	12.5 18.-	22.4 32.2	32.2 44.9	2.4 11.9	64.7 89.-	19.3 25.7
Probable Credit balance brought forward on 1 Jan. 1939	72.4	62.6	135.-	113.5	39.7	285.2	50.9

Enclosure 3) of the Technical Committee's (Tee) Record of

17 November 1938.

	SCHMITZ	
Main Group 1:	SCHNEIDER BUTTEFISCH MUELLER-CUNRADI	
Pital	SCHAFY	
Main Group 2:	ter MEER	chairman
Upper Rhine	AMEROS WURTER	
Main valley:	LAUFENSCHLAGER JAEHN JACOB	
Lower Rhine:	KUEPPE	
Central Germany:	BURGIN	
Main Group 3:	GAJFWSKI ELVINE	
Explosives and Gunpowder Group	MUELLER	
Central Bookkeeping Department:	DENCKE	
	STRUSS	recorder
	LOEHR	
Re Items I and II	KRAENZLIN, Hoechst BAYER, Leverkusen PFLAUMER, Ludwigshafen GREUNE, Hoechst.	

A p p e n d i x
of the meeting of the Technical Committee on 25 January 1939
at 9.30 a.m. in Berlin N. 2, Unter den Linden 82 -
(Central Finance Administration) -

- | | |
|--|---------------------------------|
| I. <u>Negotiations in U.S.A.</u> | <u>ter Meer</u> |
| II. <u>Inorganics Development and prospects.</u> | <u>Kleine</u>
<u>Wurster</u> |
| III. <u>Carbon</u> | <u>Thienemann</u> |
| IV. <u>Miscellaneous:</u> | |
| 1.) <u>Removal of Industrial Potential.</u> | |
| 2.) <u>Industrial experiments in Engineering 1938/39.</u> | <u>Jachne</u> |
| 3.) <u>Negotiations with St. Gobain.</u> | <u>Wurster</u> |
| 4.) <u>Production process for Alkali-Sulphides.</u>
German Reich Patent 663 710 secured from Dr.
Luigi Achille, Milan. | <u>Wurster</u> |
| 5.) <u>Safety Contact Fedge.</u>
Royalty agreement with the firm of Westar,
Ebbinhaus & Co., Hanau, re registered design
1,449,330. | <u>Wurster</u> |
| 6.) <u>Production of Phenol via benzene sulphonic acid.</u>
Process secured from Dr. P.W. Uhlmann, Annaberg. | <u>Labros</u> |
| 7.) <u>Polyvinyl chloride.</u>
Agreement with the Azienda Colori Nazionali
Affini (A.C.N.A.), Milan. | <u>Labros</u> |
| 8.) <u>Butadiene.</u>
Agreement with Dr. habil. Georg R. Schultze,
Berlin. | <u>Labros</u> |
| 9.) <u>Rectifiers for electric arc furnaces.</u>
Agreement with Brown, Boveri & Co., Mannheim. | <u>Labros</u> |
| 10.) <u>Embedding mass for tissue cuttings.</u>
Association of Prof. Dr. Hoepke, Heidelberg. | <u>Labros</u> |
| 11.) <u>"Paste Mill" - Device for Grinding and
homogenizing.</u>
Agreement with Joseph Voegele A.G. Mannheim. | <u>Labros</u> |
| 12.) <u>Colouring of Fertilizers.</u>
Royalty granted on our Polish Patent 14733 to
the Polish Nitrogen Factory Zjednoczone Fabryki
Zwiazkow Azotowych W Mosciecach I W Chorasowie. | <u>Schneider</u> |
| 13.) <u>Apparatus for Determining Detonation Temperatures.</u>
Agreement with the firm of L. Hornuth, Owner W. Vetter,
Heidelberg. | <u>Schneider</u> |
| 14.) <u>Check Valves.</u>
Agreement with the firm Phoenix Armaturen-Werk
Adolf G. Meyer, Frankfurt/M-Riedelheim.
(Discussed with Krueger) | <u>Schneider</u> |

Return to Management, Leverkusen.

(Stamp)
Management Leverkusen
6 February 1939

Minutes of the Meeting of the

Technical Committee on Wednesday 25 January 1939, at 9.30 a.m.,
Berlin.

For names of those attending, see Appendix I.

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I. <u>Expenditure on new plants January/February 1939.</u>	2
II. <u>Negotiations in USA.</u>	2
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IV. <u>A-Carbon.</u>	7
V. <u>Miscellaneous:</u>	8
1.) <u>Removal of Industrial Potential.</u>	8
2.) <u>Negotiations with St. Gobain.</u>	8
3.) <u>Production process for Alkali-Sulphides.</u> German Reich Patent 663 710 secured from Dr. Luigi Luchillo, Milan.	8
4.) <u>Safety Contact Wedge.</u> Royalty agreement with the firm of Vester, Ebbinghaus & Co., Hanau, re-registered design, 1, 449,330.	9
5.) <u>Production of Phenol via benzene sulphuric acid.</u> Process secured from Dr. P.W. Uhlmann, Innsberg.	9
6.) <u>Polyvinyl chloride.</u> Agreement with the Azienda Colori Nazionali Affini (A.C.N.A.), Milan.	9
7.) <u>Butadiene.</u> Agreement with Dr. habil Georg R. Schultze, Berlin.	10
8.) <u>Rectifiers for electric arc furnaces.</u> Agreement with Brown, Boveri & Co., Mannheim.	10
9.) <u>Embedding mass for tissue cuttings.</u> In association with Prof. Dr. Hoepke, Heidelberg.	11
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11.) <u>Delivery of Gases containing Ethylene.</u> Agreement between the Bergwerksgesellschaft Hibernia/ I.G. Farbenindustrie - Chemische Werke Huels G.m.b.H.	12
12.) <u>Colouring of Fertilizers.</u> Licence granted on our Polish Patent 14 733 to the Polish Nitrogen Factory Zjednoczone Fabryki Związków Azotowych W Moscicach I W Chorzowie.	12

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|---|-------------|
| 13.) <u>Apparatus for determining Detonation Temperatures.</u>
Agreement between the firm of L. Hornuth,
Owner W. Vetter, Heidelberg. | 13 |
| 14.) <u>Check Valves.</u>
Agreement with the firm Phoenix
Armaturen-Werk Adolf G. Mayer,
Frankfurt/M. - Roedelheim. | 13 |

I. Expenditure on new plants, January/February 1939.

ter Meer.

As the position with regard to finances has not yet been clarified, it has been decided to restrict expenditure on new plants for the months of January and February to one twelfth of the planned sums which were allotted for 1939 to the individual plants. These sums represent the outside margin of the expenses and must not be exceeded under any circumstances.

II. Negotiations in U.S.A.

1.) Buna S in U.S.A.

ter Meer

In view of the favorable results of the driving experiments in Germany with Buna-S tires it would seem possible to develop Buna on a basis of private enterprise in the U.S.A. The fundamental questions of raw material and costs for Buna production were studied together with the Standard Oil Company : -

Negotiations with : - U.S. Rubber,
Goodyear,
Goodrich,
Firestone,
General Tire

showed that they were greatly interested in getting to know our material better and were willing to conduct driving experiments with tires protected by Buna S. The experiments are to take place during the summer.

2.) Negotiations in the Field of Polyamides.

Kleine

Starting with a summary of the different ways and possibilities of producing synthetic polyamides of a linear structure

the speaker described the progress in the negotiations conducted with Dupont in regard to the acquisition of a licence for Dupont's patent rights in the field of Polyamides. In contrast to the situation following the first explanatory discussions in July 1938 (see minutes of the Technical Committee dated 12 September 1938) and the situation in regard to patents resulting from this, it has since come to light that Dupont has tried to close the gaps in patent protection obvious at that time by a number of applications for additional, and above all for utilization and processing, patents. The negotiations turned out to be particularly difficult, because Dupont had concluded a licence agreement for France and Italy with the Rhodisceta, laying down certain licence rates and conditions from which Dupont did not wish to depart. Eventually agreement was reached that in laying down the licence conditions the work done by the I.G. in the Perluran field would be taken into consideration as well as the fact that the I.G. will be the only licensee of Dupont, who collaborates intensively for the chemical as well as the textile field in the development of Polyamides. The following points were taken as basis for the agreement to be concluded :

- 1.) The I.G. will receive for Germany and some other European countries the exclusive rights for the Dupont patents and experimental data in the polyamides field . The exact extent of the non-German territories exclusively at the disposal of I.G. is yet to be laid down in negotiations.
- 2.) The I.G. will receive sales rights - together with other licensees of Dupont - in a number of other European countries, for instance Nordic countries.
- 3.) No territorial restrictions were placed on I.G. in regard to the export of finished goods.

4.) With regard to the licence fees, distinction is made between

- a) derivatives of the omega aminocarbonic acids and
- b) other Polyamides.

The licence fees for substances under a) amount to :

for the plastic field according to the patent situation 0
or 2%, for yarn with several threads 3%,
for Monofils (bristles, strings for musical instruments, etc.)
4% for substances under b):
for the plastic field according to the output 5 - 3%,
for yarn with several threads according to output 7 1/2 - 5%,
for Monofils (bristles, strings for musical instruments etc.,)
according to output 10 - 6%.

The details of the agreement and above all an exact definition of
the Polyamides included in the agreement will be settled during the
discussions which will take place in February in Wilmington.

III. Inorganics development and prospects.

Wurster

The report deals mainly with the inorganics of the Main group II.

It also includes metals, such as the inorganics in the Main
Group I (nitrogen, metals, Oppau; sulphur, sulphuric acid and caustic
soda solution Harsburg).

The production of the entire Main Group II at present amounts to
roughly 400 million RM, the production of inorganics (including
metals and Knapack inorganic) amounts to approx. 200 million RM,
i.e. roughly 50%. The inorganics require the same expenditure for
the purchase of material as for costs. The raw materials necessary
for the inorganics are discussed and the most important substances,
such as pyrites, potassium chloride, sodium carbonate, rock salt,
etc. are stressed.

The power consumption of the entire Sparte II is briefly mentioned. In this connection especially the production of electric power is discussed. Whereas in the second half of 1937 and the first half of 1938 the entire I.G. consumed roughly 3 500 million kilowatts (without Knapsack and I.G. mines), the power consumption of the Main Group II amounted to roughly 2000 million kilowatts, and of the Main Group I roughly 1000 million kilowatts. For the sodium chloride electrolysis approx. 600 million kilowatts and for the nitrogen production about the same quantity were used.

In order to make clear the position of the inorganics within the I.G. and the distribution of the inorganic productions to the individual works communities (Werksgemeinschaften) in the course of the report the amount of expenditure was taken as a basis for comparison. A survey of the last 10 years shows that the inorganic products are particularly susceptible to market fluctuations. Their prices went down considerably in the time of crisis and went up more during the last few years than those of the other products of the Main Group II. Similar to the Main Group II, in which approx. half of the expenses are borne by the inorganics, in the Main Group I the most important inorganic product, nitrogen, bears half of the expenses. The expenses for the "inorganics" (taken in a wider sense) of the Main Groups II and I amounted to 227 million RM in 1937.

The expenses for 1937 are taken as a basis for the break-down of the expenses for inorganics of the Main Group II among the individual works' groups, This/also applies to the break-down of the expenses for inorganics among the groups chlorine and alkalis; metals, sulphur products, chromium products, mineral colors, and sundry products. During the discussion of the latter products development and prospects of the fluorides, carbon electrodes, compressed gases, metal salts, permanganate, potash, of contact mass etc. are briefly dealt with.

The chlorine and alkali products, including aluminium chloride, sodium cyanide, etc., were discussed in greater detail. For chlorine and caustic soda solution, the growth of the I.G.'s own requirements and sales, as well as the rapidly increasing industrial development of the chlorine-alkali-electrolysis were discussed. Production and sales turnover figures were compared with the expenses required for new installations.

After a short discussion of the German production of elementary sulphur, which will presumably satisfy the German requirements in 1940, the question of sulphur products, such as SO_3 , hydrosulphite, hydrochloric acid, obtained as by-product in the production of sodium sulphate, sodium sulphide, sulphite and bisulphite as well as sulphurous acid was taken up. The abundant statistical material submitted showed that the enlarging of the SO_3 capacity of the I.G. has not kept pace with the increase of the SO_3 production in Germany and in the world, and that the investments made represented a minimum program. A comparison between the production of SO_3 (calculated as S) and the production of nitrogen (calculated as N) shows that in all important countries of the world considerably more sulphuric acid than nitrogen is produced; only in Germany, and especially within the I.G., are conditions different. If the German consumption of SO_3 is divided up among the manufacturing processes, then the fact appears that only a small percentage of I.G. sulphuric acid is used in the production of fertilizers, but that a high percentage is used for the manufacture of organic intermediates and coal-tar dyestuffs, the production of mineral colors, the manufacture of nitro cellulose and explosives. When discussing the future I.G. production of SO_3 it was emphasized that approximately two thirds of this production will

be used ourselves and one third will be sold. Moreover, a series of technical measures concerning the above products were discussed, which are in the stage of completion, now being carried through, or in course of preparation. Chemical progress in their production was also discussed.

After briefly mentioning the bichromate production of the I.G., the case of new installations in the field of inorganics was discussed. It was shown that sales turnover, expenses, the costs of new installations, as well as laboratory and research expenses are in a sound proportion to one another. The speaker summed up by saying that inorganics represented not a load but a living field of activity for the I.G. and that the outlook for future development was very promising.

IV. A-Conv.

THIESENHAIN

The report was postponed to one of the next meetings.

V. Miscellaneous.

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1.) Removal of industrial potential.

STRUSS

The first discussion of the Economics Group Chemical Industry was briefly reported. The members of the TMA will receive a copy of the same.

2.) Negotiations with St. Gobain.

MURSTER

Several officials of St. Gobain have made a trip lasting approximately one week, visiting German SO_3 contact installations, which had been built by I.G. and L u r g i, and were deeply impressed by what they saw. St Gobain had decided to set up a large rotary furnace and SO_3 contact furnaces, and as a result it seems that a certain collaboration will take place in the inorganic field. In the field of organics, Ludwigshafen has not made further offers; here also reserve must continue to be exercised.

3.) Process for the Manufacture of Alkali Sulphides.

MURSTER

The process which we had developed for manufacturing alkali sulphides through the reduction of polysulphides with sodium amalgam can not be used in Germany, because it infringes on the German Reich Patent No. 663 710 of Dr. Luigi A C H I L L E, Milan. Negotiations were therefore begun with the owner of the patent, which resulted in the agreement that the patent rights will be transferred to us against a single payment of RM. 27 500.- and defraying of the expenses of transferring the patent. We are authorized to sell the products which will be manufactured in Germany through the process also abroad, with the exception of the Italian Empire.

4) Safety Contact Wedge.

MURSTER.

Licence Agreement with the Firm WESTER, Ebbinghaus & Co., Hanau on the subject of Registered Trade Mark 1 449 330.

The firm of WESTER, Ebbinghaus & Co., Hanau is to be granted non-exclusive sales rights on the safety Contact Wedge which had been developed by us, against payment of a licence fee of 5% of the net sale price. The subject of negotiations is a safety contact wedge, the nut and counter-nut of which show counter thread and which is thereby protected against unintentional loosening and the danger of sparks. It is therefore of particular importance for installation in workshops where there is the risk of explosion. Deliveries to us and to affiliated firms are ~~therein~~ exempt from licence-fees.

5) Production of Phenol from Benzene (Aliphatic Acid).

AMEROS.

Purchase of a Process from Dr. P.W. UPLMANN, Annaberg.

UPLMANN has offered us a process for the production of phenol from benzene from benzene sulphonic acid in which a minimum of sulphuric acid and alkali hydroxide will suffice and sodium sulphate, sodium sulphite and sulphur dioxide are obtained as by-products in a readily utilizable form. This process is to be acquired against the payment of a lump sum of RM 2 000.—.

6) Polymers of Styrene.

AMEROS.

Agreement with Azienda Colori Nazionali Affini (A.C.N.A.), Milan.

An agreement is to be made with Acna for a period of 6 years according to which we shall grant technical assistance to Acna in the construction of a plant with a monthly output of 50 tons Igelit PCU against 30% share of the profits during the first two years of the contract and a 20% share during the following 4 years of the agreement. Acna was to make an advance payment.

which is regarded as a minimum guarantee payment and which will be subtracted from the current payments payable by Acna. Acna's sales are confined to the Italian Empire.

7) Butadiene.

AMEROS.

Agreement with Dr. habil. Georg R. SCHULTZE, Berlin.

SCHULTZE had offered us for sale his application Sch 115 434 on the subject of the production of Butadiene from acetylene by means of heating and rapid cooling, and should the need arise, the addition of acetylene. At present there is no possibility for the practical use of this process, but it is interesting in connection with our work on Butadiene. We wish, therefore, to support SCHULTZE in defending his application for the granting of a patent and to put at his disposal for two years for work in the field of the synthesis of Butadiene, RM. 180.- per month for an assistant and the sum of RM 500.- per month more for possible expenses for experimental material. In case that patents are granted for the application in question here or for a future application and we exploit the process, a fee shall be paid to SCHULTZE the amount of which shall be fixed when the case occurs.

8) Rectifier for Electric Arc Furnaces.

AMEROS.

Agreement with the Firm BROWN, Boveri & Co., Mannheim.

Since years we carried out jointly with BROWN, Boveri & Co. experiments with electric rectifiers for the electric feeding of direct current electric arc furnaces in gases for chemical purposes, in particular for the production of acetylene from gaseous hydrocarbons. The apparatuses were furnished by BBC and operated by us. These experiments furnished valuable experience on the construction and operation of rectifiers for the purpose mentioned and have now

reached a certain conclusion. They form the Basis for the application of the process in the Chemische Werke-Huels G.m.b.H., which is intended now. The contract which must be concluded by 31 December 1947 pertains to the acquisition of machinery and apparatus from BASF which are used on the basis of the experiments for the operation of direct current arc furnaces in gases for chemical purposes. It regulates the conditions of ownership of protective rights which arise from the use of rectifiers for the operation of direct current electric arc furnaces.

- 9) Embedding mass EPE for Tissue Cuttings. MUELLER-GUMBART
Association with Prof. Dr. ROEPKE, Heidelberg.

ROEPKE received good results in his experiments on the production of anatomic micro-cuttings, using our embedding mass. It can be expected from them that this process will find a further application in anatomy. ROEPKE shall receive a recognition fee of RM 500.- for his work on the process.

- 10) Pesto Mill - Device for Grinding and Homogenizing. AMBROS.
Agreement with the Firm Joseph VOGELE A.G.,
Mannheim.

Manufacture and sale of the pesto mill, described in the patent 613 647, acquired by us, shall be transferred to the firm Joseph VOGELE A.G., Mannheim against payment of a licence fee of 20% of the net sales price. Decisions of the firm are, however, subject to our consent in every case in which the mill is destined for the processing of chemical products or for the carrying out of chemical processes. Deliveries to us and to the firms associated

with us are exempt from the fee. The original owner of the German patent 613 647, Dipl. Ing. Dr. Busche must have a share of the proceeds from the licence.

11.) Delivery of Gases containing Ethylene.

Ambros

Agreement between Vha Bergwerksgesellschaft Hibernia/
I.G. Farbenindustrie A.G.- Chemische Werke Huels
G.m.b.H.

On 23 January 1939 an agreement was concluded on the delivery of gases containing ethylene by the Stickstoffwerk (Nitrogen plant) Hibernia at Herne to the I.G. Farbenindustrie Aktiengesellschaft, plant Zweckel or to the Chemische Werke Huels. It concerns the utilization of approximately 2500 tons per year of pure ethylene piped, together with the residual gases of the coke furnace gas decomposition process, to Zweckel or Huels and are there converted into ethylene oxide in the well known way.

12.) Colouring of Fertilizers.

Schneider

Granting of a licence for our Polish Patent No. 14 733 to the Polish Nitrogen Works Zjednoczone Fabryki Zwiaskow Azotowych W Moscicach I W Chorzowie.

The Polish Nitrogen Works Zjednoczone Fabryki Zwiaskow Azotowych W Moscicach I W Chorzowie approached us with the request to grant them a licence for our Polish patent 14 733 concerning the distinction coloration of fertilizers. We are willing to make available a non-exclusive licence for the remainder of the patent's duration, that is until 8 October 1946, and, besides, our experiences with regard to the colouring of fertilizers. This should be done against the payment of a lump sum of RM 15,000.—. The process shall first be applied to a mixture of calcium nitrate and ammonium nitrate (nitrate of lime and of ammonia; Kalkammonsalpeter), but the licence shall include the right of

applying the process for other fertilizers.

13) Apparatus for Determining Detonation Temperatures. Schneider.

Agreement with the Firm L. Hornuth, Proprietor W. Vetter,
Heidelberg.

The device for which we procured the Registered Trade Mark
1 453 446 of 25 November 1938 consists essentially in modifying the
well known apparatus of Thiele for determining melting points, so
that the wall of the apparatus consists of metal and that an easily
melting alloy e.g. Wood metal is used for the bath. The firm
Hornuth which handles the sale of laboratory apparatus desires to
acquire an exclusive licence for the Registered Trade Mark. The
licence shall be granted for a fee of 10% of the net sales price.
Deliveries to us and to the firms associated with us must be carried
out free of licence fees and with an additional discount of 10%.
Moreover the right of constructing the apparatus for our or their
own use is reserved to us and the firms associated with us.

14) Check Valves. Schneider.

Agreement with the Firm Phoenix Armaturen Werk
Adolf G. Meyer, Frankfurt/Main, Roedelheim.

Phoenix owns registered trade mark protection for a check valve
of which the essential principle is that the individual valves are
placed in a uniform valve assembly of simple geometric form and the
analogous connections are distributed over equal lateral faces.
Differences of opinion with Phoenix have arisen on the legal validity
of the registered trade mark. In order to

settles then an agreement shall be concluded for the duration period of the registered trade mark, that is until March 1941, according to which we receive the right for us and the firms associated with us, as also for the firms with which we have an agreement, to manufacture ourselves or through firms connected with us check valves with the characteristics of the registered trade mark for our own use or the use of these associated firms or contractors. A royalty of RM 1.— for every check valve shall be granted to Phoenix, if check valves are manufactured according to their construction drawings.

Enclosure 1) to the Minutes of The Technical Committee of 25 Jan. 1939.

	Schmitz	
<u>Main Group 1:</u>	Schneider Baetefisch Mueller-Cunradi	
<u>Mines:</u>	Scharf	
<u>Main Group 2:</u>	ter Meer	Chairman
<u>Upper Rhine area:</u>	Ambros Wurster	
Maingau	Lautenschlaeger Jaehne Jakobi	
Lower Rhine area	Hoerlein Kuehn	
Central Germany	Baargin	
<u>Mining Group 3:</u>	Gajewski Kleine	
Explosives Group	Mueller	
Central Book- keeping Department	Dencker	
	Weber-Andreas Thienemann Pier	temporarily
	Struss Loehr	recorder

A g e n d a

for the Conference of the Technical Committee
at Frankfurt/Main on Monday, 27 February 1939 9:30 a.m.

(Handwritten remarks):

30 millions * illegible word

2.9 Hydr

2.4 illegible word

1.12 illegible word

illegible word

I. Progress in the Dyestuffs Field.

(Continuation of the report of 17 Nov. 1938)

(Handwritten): Conversations with Finsler & Kuhlmann Wenk

Pflaumer.

Handwritten:

Indigo

Alizarine Red

under 5°.

Coal Sardinia

II. Removal of the ash contained in Soft Coal and Pit Coal - Hydrogenation and for Low Temperature carbonization - products with a Low Ash Content.

(Handwritten) Activated Carbon from Soft Coal.

Winnacker.

III. Engineering experiments 1938/39.

Jaehne.

IV. General Credit Situation and Budget.

(Handwritten:) Chem^o 33 * 10 illegible word millions plant 4

Struss.

V. Miscellaneous.

1.) Acid Resistant Putty.

Licence Agreement with the Firm Peter in Bialystok/Poland.

Lautenschlaeger.

2.) Triodometer.

Agreement with Dr. Georg Seibt A.G. Berlin.

Buergin.

3.) Gall Dyestuffs.

Contract of Association with Dr. habil. Walter Siedel, Muenchen.

Ambros.

4.) Aldol Reactions.

Contract of Association with Dr. habil. Christoph Grundmann, Heidelberg.

Ambros.

5.) Polymerization.

Contract of Association with Dr. habil. Guenther Victor Schulz, Assistant for Colloid Chemistry at the University of Freiburg i.Br.

Ambros.

(Handwritten remarks): Make excerpts for approvals of agreements.

Dr. Simon Dornazin

Prints with inorganic pigments, discuss with Rusch.

Discuss Coal

500000 * x 0.15

75 000 illegible

2 * soft coal = 150 kg

Hydrochlorid Acid

Rubber Stamp: Return to Directorate Department Leverkusen Initials

Rubber Stamp: Directorate Department
Leverkusen

3 March 1939

Minutes

of the Conference of the Technical Committee at Frankfurt/

Main on Monday, 27 February 1939 2:30 a.m.

The gentlemen listed in enclosure 1 were present :

	<u>Page:</u>
I. <u>Progress in the Dyestuffs Field.</u> (Continuation of the <u>reported</u> of 17 Nov. 1938)	2
II. <u>Removal of the ash content in Soft Coal and Pit Coal</u> <u>Hydrogenation and for Low Temperature carbonisation</u> <u>products with a Low Ash Content.</u>	2
III. <u>Engineering experiments 1938/39.</u>	4
IV. <u>General Credit Situation and Budget.</u> (Handwritten remarks: To Director Dr. Brueggemann (Away from home) To Director Dr. Albers (crossed out in original) sick To Director Dr. Illegible name , crossed out in original To Director Dr. (Illegible name) crossed out in original)	5
V. <u>Miscellaneous.</u>	5
1.) <u>Acid Resistant Putty.</u> License Agreement with the Firm Peter in Bialystok/Poland.	6
2.) <u>Triodometer.</u> Agreement with Dr. Georg Seibt A.G., Berlin.	6
3.) <u>Call Dyestuffs.</u> Contract of Association with Dr. habil. Walter Siedel, Muenchen.	6
4.) <u>Aldol Reactions.</u> Contract of Association with Dr. habil. Christoph Grundmann, Heidelberg.	7
5.) <u>Polymerization.</u> Contract of Association with Dr. habil. Guenther Victor Schulz, Assistant for Colloid Chemistry at the University of Freiburg i.Br.	7
6.) <u>I.C.I. Sulphuric Acid from Gypsum.</u> (Handwritten) Illegible remarks and initials, part of the latter crossed out.	7

I. Progress in the Dyestuffs Field.
(Continuation of the report of 17 November 1938)

Pflaymer

A short report was again given on the technical development of the indigo and the alizarine red process. These two products, which used to be extremely important, are still important to-day. The developed continuous processes continue to be of interest not only for technical, but also for economic reasons.

It was proposed to discuss the new continuous processes in chemical-technical/
a joint/conference between the gentlemen of the Dyestuffs and of the Intermediates Commission.

The scientific progress and problems in the dyestuffs field, in particular with regard to the Ludwigshafen sector, were discussed with the aid of abundant demonstration material. The text of the lecture is to be found in the office of the Technical Committee.

II. Removal of the ash contained in soft Coal and Pit Coal for Hydrogenation and for Low Temperature Carbonisation Products with a low ash content.

Winnacker

The kneading process, developed in Hoechst, permits the removal of much of the adhering water and inorganic admixtures from pit and soft coal by kneading with oils.

The process is developed in two directions :

- 1.) Soft coal is kneaded with the sludge obtained as a waste product from the hydrogenation and hydrochloric acid added. Thus it is possible to remove a considerable part of the salt content and the water content of the soft coal. The advantage of the process appears to consist in the fact that it does away with a good deal of the processing and drying of the residues. A set of pilot apparatuses will be erected there in collaboration with Leuna.
- 2.) The low temperature carbonization of soft coal freed from ash by the kneading process yields a coke with a low ash content and of a mechanical quality which is nearly equal to that of pit coal coke. The product might be able to replace pit coal coke in the metallurgical industry as also in the manufacture of carbide.

A pilot low temperature carbonization plant was constructed jointly with Humboldt in order to carbonize the product at low temperatures. This plant permits a production of about 500 kg per day.

After the removal of the ash the material can further be used for the production of a low temperature coke with a big (interior) surface. Such a product can be used instead of charcoal. When the raw material is extracted after the removal of the ash the subsequent low temperature carbonization yields a substance which preliminary tests have shown possesses practically the same reactivity as charcoal.

An amount of RM 15 000.- per month is required to carry the experiments further.

It is intended to replace the present low temperature carbonization furnace by one ten times as big. The cost of the new furnace is estimated at RM 150 000.-

JANSEN was requested to establish what further expenses might still be involved when putting this plant into operation later.

A discussion of the process from the economic angle concluded the report.

BUTZFISCH and SCHAEFER pointed out that many difficulties would have to be overcome - especially in the hydrogenation - before such a process could be introduced. Interest in the further development, particularly as regards salt coal, still continues to exist.

SCHAEFER declared that there is great interest for lignite coke in its present form as also for the newly developed hard coke. He too considered it necessary to continue the development of the process described.

The Technical Committee approved the continuation of the experiments, the expenditure of the amount mentioned which it involves as also the erection of a larger low temperature carbonisation plant.

Report enclosed:

III. Engineering experiments.

JANSEN

The report was once again postponed to the next conference.

IV. General Credit Situation and Budget.

STUSS.

The expenditure for the year 1938, as also the new demands to be expected for 1939 were discussed with the aid of diagrams. It was shown that even by keeping within the strictest limits I.G. will again have to face an increased financial burden during the current year. There will also be the additional expenses for working capital for the many new plants which start work this year, and which with Buna Schkopau included are estimated at 60 - 70 millions RM.

Since the start of the Four Year Plan in October 1936 nearly 80% of the I.G. new plants bear MOX or GS numbers.

The Office of the Technical Committee must be informed by a carbon copy of all applications for the issuing of a MOX or GS number.

The inquiry from the Reich Office for Economic Development concerning steel, timber and cement requirements in 1939 and 1940 for Four Year plants should not be answered until the corresponding demands are reported to the Office of the Technical Committee. The plants will receive forms for this purpose.

In the discussion of the expenditure for the years 1939 and 1940 it was unanimously agreed that the greatest restraint must be exercised in dealing with and approving new projects of any size.

The proposal to repeat the extension of the aluminium production was rejected.

V. Miscellaneous.

- 1.) Acid Resistant Putty.
Licence Agreement with the Firm Peter
in Bialystok/Poland

LAUTENSCHLAGER.

In order to avoid the annulment of our Polish Patents 6877
and 9381 covering a process for the production of ^{acid resistant} putties, because
of failure to exploit them, the firm Peter is to receive a non-
exclusive, non-transferable licence for these two patents. Peter
receives the right under this licence to produce and to sell acid
resistant putties for all purposes for which such putties are used.
Peter is to pay 10% of the customers' sales prices as compensation
for the granting of the licence.

- 2.) Triodometer.
Agreement with Dr. Georg SEIST A.G., Berlin.

MUECKEL.

We own protective rights for processes and devices for the
carrying out of electrometric (volumetric) analyses ("Triodometer")
and are granting an exclusive licence to SEIST for the manufacture
of the triodometer. As compensation we will receive 10 % of the
net sales proceeds. We can either manufacture triodometers for
our own requirements or acquire them from SEIST at a preferential
price.

- 3.) Gall Dye-stuffs.
Contract of Association with Dr. habil. Walter SIEDEL, Muenchen.

MURSTER.

It was decided to conclude a contract of Association with
SIEDEL, Assistant for Organic Chemistry at the Technical University
(Technische Hochschule) Muenchen to cover the period from

Handwritten:
Dr. RAYE
illegible word

1 March 1939 till the end of February 1941 in order to promote his research in the field of gall dyestuffs. Fee RM 250.- per month.

- 4.) Aldol Reactions. WURSTER.
Contract of Association with Dr. habil. Christoph GRUNIMANN,
Heidelberg.

Handwritten:
Dr. BAYER

It was decided to associate with GRUNIMANN, Assistant at the Kaiser Wilhelm Institute fuer medizinische Forschung, Department Chemistry, Heidelberg, for the period from 1 March 1939 till the end of February 1941 to promote his research in the field of the aldol reactions. Fee RM. 200.- per month.

- 5.) Polymerisation. WURSTER.
Contract of Association with Dr. habil Guenther Viktor
SCHULZ, Freiburg i. Br.

Handwritten:
Illegible

It was decided to associate with SCHULZ, Assistant for Colloid Chemistry at the University Freiburg i. Br. for the period from 1 March 1939 till the end of February 1941 in order to promote his research on the reactions during the polymerisation of substances. Fee RM 200.- per month.

- 6.) Sulphuric Acid from Gypsum. KUESER.
Agreement with Imperial Chemical Industries Ltd.,
London (I.C.I.)

It was decided that the contract concluded in 1931 with Synthetic Ammonia and Nitrates Limited, London, and Imperial Chemical Industries Ltd., London, on joint work in the field of the process, developed by us, for the manufacture of SO₂ gas and

ement from gypsum or anhydrite (MUELLER-KUEPPE process) shall be annulled and replaced by the following agreement between I.C.I. and ourselves. The partners bind themselves to keep each other informed of all inventions made and technical knowledge gained by them or the companies depending from them in the field covered by the agreement during the duration of the contract, and to make all data available to each other free of charge for use and exploitation.

I.C.I. will receive for the United Kingdom of Great Britain and the Irish Free State, we for Germany, the exclusive right to utilize the process themselves or through licences, while making use also of the inventions and technical knowledge pertaining to the process of the other contracting party. The other countries are joint territory, but, the planning and the sale of installations for the process will be undertaken by us on reasons of principle, unless special conditions make it practical to leave the project to I.C.I. The net profits made by carrying out a project in the common territory will be distributed between I.C.I. and ourselves in a ratio of 25 : 75 for the business done until 22 July 1941, and in a ratio of 50 : 50 afterwards.

Enclosure 1) to the Minutes of the Technical Committee of

27 February 1938

	SCHMIDT	
Main Group 1:	SCHNEIDER BURT WISCH MUELLER-CUNLADI	
Mines:	SCHART	
Main Group 2:	ter MEER	Chair
Upper Rhine	WURSTER	
Main District	LAUTENSCHLAGER JAEGER	
Lower Rhine	HOEHLER KUEPPE	
Central Germany	BUEHORN	
Main Group 3:	GAJEWSKI	
Group Explosives and Powder	MUELLER PFLUMMER WINGACKER	
	STRUSS	Recorder

A g e n d a

for the meeting of the Technical Committee in Ludwigshafen
on 14 April 1939 at 09.30 hrs.

- | | |
|--|------------------------|
| I. <u>Engineering Experiments 1938/1939.</u> | <u>Jachne</u> |
| II. <u>Activated Charcoal.</u> Rubber Stamp: Management Dept.
Leverkusen | <u>Niemann</u> |
| III. <u>America Trip.</u> 11 April 1939 | <u>Kleine</u> |
| IV. <u>Credits.</u> | |
| 1.) <u>Statistics of Expenditures for new Plants of Main Group I.</u> | <u>Goldberg</u> |
| 2.) <u>Credit Applications.</u> | |
| V. <u>M i s c e l l a n e o u s .</u> | |
| 1.) <u>Carbon Black Sifting Apparatus.</u>
Agreement with the Maschinenfabrik Hartmann & G.,
Offenbach on Main. | <u>Wurster</u> |
| 2.) <u>Liquefaction of chlorine by means of compressors.</u>
Agreement with the Maschinenfabrik Esslingen and
Amag-Hilpert-Peenitzhaette, Nuremberg. | <u>Wurster</u> |
| 3.) <u>Zyklon Contract.</u>
Agreement with the Maschinenfabrik Hartmann & G.,
Offenbach on Main. | <u>Schneider</u> |
| 4.) <u>PH-measurements with Antimony Electrodes.</u>
Acquisition of a licence for DRP (German Reich Patent)
No. 606 798. | <u>Schneider</u> |
| 5.) <u>Tanning Materials.</u>
Collaboration Agreement with Prof. Dr. Stiasny,
Helsingborg. | <u>Embros</u> |
| 6.) <u>Detergent Research.</u>
Collaboration Agreement with Dr. Joachim Stauff,
Berlin-Lichterfelde. | <u>Mueller-Gunradi</u> |
| 7.) <u>Splinterproof Glass.</u>
Licence agreement with Roehm & Haas Co.,
Philadelphia. | <u>Lautenschlaeger</u> |
| 8.) <u>Polyvinyl Acetals.</u>
Licence agreement with Shawinigan Chemicals Ltd.,
Montreal/Canada. | <u>Lautenschlaeger</u> |
| 9.) <u>Synthetic Resins.</u>
Licence Agreement with Carbide & Carbon
Chem. Corp., New York. | <u>Lautenschlaeger</u> |
| 10.) <u>Separation of rare Earths.</u>
Collaboration agreement with Prof. Dr.
W. Fischer, Freiburg. | <u>Kuehne</u> |

Minutes
of the meeting of the Technical Committee in Ludwigshafen
on Friday, 14 April 1939 at 09.30 hrs.

Rubber Stamp: Management Dept.
Leverkusen
25 Apr 1939

Present: The gentlemen listed in appendix 1)

I. <u>Engineering Experiments 1938/1939</u>	<u>Page</u> 3/4
II. <u>Activated Charcoal</u>	4
III. <u>America Trip</u>	4
IV. <u>Credits:</u>	
1.) <u>Statistics of Expenditures for new Plants of</u> <u>Main Group I.</u>	5
2.) <u>Credit Applications</u>	5/6
3.) <u>Credit Data</u>	7
4.) <u>Priority List for Credits</u>	7
V. <u>Miscellaneous:</u>	
1.) <u>Carbon black Sifting Plant</u> <u>Agreement with the Maschinenfabrik Hartmann & Co.,</u> <u>Offenbach on Main.</u>	8
2.) <u>Liquefaction of Chlorine by means of Compressors</u> <u>Agreement with the Maschinenfabrik Esslingen and</u> <u>Mag-Hilpert-Pegnitzhütte, Nuremberg.</u>	8/9

(handwritten notes) B-G-

TSS ke Nk p. 10 11

	<u>Page</u>
3.) <u>Zyklon Contract</u> Agreement with the Maschinenfabrik Hartmann A.G., Offenbach on Main.	9/10
4.) <u>PH-measurements with Antimony Electrodes</u> Acquisition of a Licence for DRP (German Reich Patent) No. 606 798 .	10/11
5.) <u>Tanning Materials.</u> Collaboration Agreement with Prof. Dr. Stiasny, Helsingborg.	11
6.) <u>Detergent Research</u> Collaboration Agreement with Dr. Joachim Stauff, Berlin-Lichterfelde.	11/12
7.) <u>Splinterproof Glass</u> Licence agreement with Roehm & Haas Co., Philadelphia.	12
8.) <u>Polyvinyl Acetals.</u> Licence agreement with Shawinigan Chemicals Ltd., Montreal/Canada.	12/13
9.) <u>Artificial Resins</u> Licence agreement with Carbide & Carbon Chem. Corp., New York.	13
10.) <u>Separation of rare Earths</u> Collaboration Agreement with Prof. Dr. W. Fischer, Freiburg.	13

I. Engineering Experiments 1938/1939

Jaehne

Total expenditure proposed for 1939.....RM 2,069,200.-

as against 1938.....RM 2,068,500.-

The following items were included in this amount :

- 1.) special experiments, controlled by the Engineering Committee, to be listed as general expenditure of the SpartenRM 225,000.-
- 2.) Operational costs of the various works..RM 62,000.-
- 3.) Expenditure of the Material Control Offices (Materialpruefungsaemter) in the larger plants which will be charged to the debit of the individual plantsRM 1,844,200.-

In 1938 approximatelyRM 142,556.-

of the approved expenditure were not used up and are to be carried over into 1939 for the completion of the work already started.

The most important achievements in 1938 were, i.e.:

Removal of silica and preparation of the water used for maximum pressure boilers.- Computation of data for heat transfer apparatus, installation of fractionating columns and conversion to the extraction process, and drying technique. Explosion limits, static electric charges and influences of a mechanical nature. Corrosion and hardness of slightly alloyed metals, enameling lining and brick-work.

Apparatus Worked out :

Automatic analysis apparatus and controls for plants. Continuous vibrating mills for mass production goods, helix and gear pumps, for highly viscous liquids and a kneading pump for plastics.

I. Engineering Experiments 1938/1939

Jaehne

Total expenditure proposed for 1939.....RM 2,069,800.-

as against 1938.....RM 2,068,500.-

The following items were included in this amount :

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- 2.) Operational costs of the various works..RM 62,000.-
- 3.) Expenditure of the Material Control Offices (Materialprüfungscenter) in the larger plants which will be charged to the debit of the individual plantsRM 1,844,200.-

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Apparatus Worked out :

Automatic analysis apparatus and controls for plants. Continuous vibrating mills for mass production goods, helix and gear pumps, for highly viscous liquids and a kneading pump for plastics.

Fork Program 1939 :

Heat transfer, drying technique and evaporator, distillation and extraction processes, partly also collaboration with colleges in view of American investigations. Quantity measurement, apportioning and modern measuring technique. Sound proofing and sound damping. Processing and measuring of plastics. For synthetic and building materials caustic brittleness and inter-crystalline corrosion, problems of measurements, enameling and brick work.

The execution of this program is impaired by the increasingly noticeable shortage of engineers. It is proposed to use the services of physicists to a larger extent.

II. Activated Charcoal

Niemann

A copy of the original draft of the lecture is attached (Enclosure 2).

III. America Trip

Kleine

Report was made on the progress of negotiations in the polyamide field which led to a considerably improved draft of the contract. In particular, a definition which was more favorable to us, was obtained regarding the various sectors dealt with in the contract.

IV. Credits.1.) Statistics of Expenditures for new Plants
of Main Group I.Goldberg

The great bulk of the expenditure of Main Group I at present goes in the nitrogen field and for mines. The lecturer demonstrates on several charts the great increase of turnover of nitrogen in recent years, which has resulted in substantial expansion of the works in Leuna and Oppau. At the close of the fertilizer season, the entire stockpiles will only be sufficient to cover the requirements of approximately half a month.

The large expenditure of the month is caused primarily by the increased production of the plants in Central Germany, which have^{led} to comprehensive measures for a correspondingly increased output of coal.

2.) Credit Applications. -

The following amounts are submitted for approval, subject to the following reservations :

1) nitrogen, oil, mines	RM 40,257,940.-
2) inorganics, dyestuffs, pharmaceutical products	RM 38,202,037.-
3) rayon, photographic material	<u>RM 9,132,885.-</u>
	<u>RM 87,592,862.-</u>
also Buna	<u>RM 7,858,852.-</u>

Dismantling Costs.

The dismantling costs submitted, amounting to RM 335,880.-, are approved; the accounts, however, will not^{be/} entered under supplementary costs, but under operational costs.

Notes referring to Credits.

Main Group I

page 9 Wallendorfer Kohlerwerke/Gut Zoeschen
Construction of a new apartment house
M 22,000.- Rejected by Dr. Schneider

" 14 Merseburg
Replacement of 8 plain tube economizers
by extended surface tube economizers.
M 285,000.- Repairs

" 20 Merseburg
Additions to Paved Roads System.
M 22,000.- Repairs

Main Group 2

" 78 Leverkusen
Chlorine sulfal : addition to apparatus
M 30,000.- postponed

Vosabierbaum
Sulphuric acid production expansion M 3,000,000.-

If it should prove possible to operate the
plant on a sulphur basis, then the costs would
decrease to approximately half the present costs.

Main Group 3

" 2 Wolfen-Film
Air raid protection equipment
M 135,000.- Engineering Committee: To be entered under
Operational costs.

3) Credit Data (Enclosure 3)

Credit data were submitted for 1938. In 1938 the following amounts were spent:

	<u>Mill. Marks</u>
I.G. Works	268.4
Affiliated works	<u>44.4</u> 312.8
Buna (Schkopau and Huls)	71.7
Contractor plants	<u>3.4</u>
Total:	<u><u>387.9</u></u>

The total sum spent in excess amounts to 2.2%; the deducted unused portions of the credit amount to 1.8%.

4) Priority List for Credits.

It is the desire of the Reich Office for Economic Development (Reichsstelle fuer Wirtschaftsausbau) that I.G. should list their new constructions for which they require building materials at the Reich Office, according to priority.

Each of the three Main Groups will compile a priority list which will be submitted in a joint meeting.

Propositions regarding further procedure will then be submitted.

V. Miscellaneous.

1) Carbon Black Production

Wurster

Agreement with the Maschinenfabrik Hartmann A.G.,
Offenbach on Main.

In collaboration with the Maschinenfabrik Hartmann in Offenbach, a production and separation apparatus was developed for finely-dispersed solid substances, particularly for carbon black. It is contemplated concluding an agreement with Hartmann which will authorize this company to apply for a patent for this apparatus in the name of our Dr. Schmalz as inventor, and to market it. The licence fee is to amount to 10% of the net sales price of the machinery to be equipped in this manner. Deliveries to us and to the firms affiliated with us are to be free of charge and a further discount of 10% is to be granted.

2) Liquefaction of Chlorine by means of Compressors

Wurster

Agreement with the Maschinenfabrik Esslingen and
Anag-Hilpert-Pegnitzhuetten, Nuremberg.

The conclusion of a contract with Esslingen was approved in the meeting of the Technical Committee on 16 September 1937; its coming into effect, however, was postponed in view of a possible collision with a contract concluded by Hoechst with Anag-Hilpert-Pegnitzhuetten in Nuremberg on the same subject.

Upon removal of the difficulties, Esslingen is to be granted the right to furnish

other firms with the patented Ludwigshafen process. We shall receive a single payment for the equipment supplied by Eselingen to firms not affiliated with I.G., which payment, as a rule, will amount to 7½% of the value of the plant unit ready for operation, and will be increased to 10% if Eselingen supplies only the compressor. If the German patent is destroyed or otherwise terminated, payment will be reduced to half the amount. The contract will expire on 1 November 1951.

In continuation of the contract concluded with Hoechst for the German Reich Patent 393 244, which meanwhile has expired, Amag-Hilpert is to be assured of receiving current information on experience gathered by the I.G. in the designing and processing technique of chlorine gas compressors, and will have the right to utilize such experience for their deliveries of chlorine gas compressors to third parties. Amag-Hilpert will pay a fee amounting to 5% of the value of the plant ready for operation. Provisionally, the agreement will be in force until 31 December 1948 and will thereafter be prolonged for five years unless notice of termination is given six months prior to the date of expiration.

We and our affiliated companies retain the right of free action as far as the procurement of compressors is concerned. Special agreements concluded by the contracting parties prevent any competition between two types of chlorine compressors of our make.

3) Zyklon Agreement

Schneider

Agreement with the Maschinenfabrik Hartmann A.G.,
Offenbach am Main.

The Ammoniakwerk Karsburg has developed a contrivance which is capable of separating the Zyklons,

which are subject to a slight underpressure as compared with the outside atmospheric pressure. The apparatus consists of a tube attached to the end of the cone and made of an elastic material, such as cloth or rubber, and operates by contractions of the tube, caused by the underpressure prevailing in the Zyklon automatically shutting off the Zyklon. As soon as the filling process creates a certain pressure in the Zyklon, the tube expands, so that a portion of the contents is emptied in short jerks. It is contemplated making an agreement with the Maschinenfabrik Hartmann, under which this firm will be permitted to file a patent application for this apparatus in the name of our Merseburg inventors and to market it. In view of the fact that this apparatus is comparatively cheap, the licence fee is not to be based on the value of the apparatus, but is to be fixed at RM 100.- per apparatus, regardless of its size. No charge will be made for spare parts, because any owner of such an installation could very easily build such an apparatus for himself and control is impossible. Deliveries made to us and to firms affiliated to us are exempt from the payment of dues and a further discount of 10% of the net sales price is to be granted.

4) pH-measurements by means of Antimony Electrodes Schneider

Acquisition of a licence for the German Reich Patent 606 798.

We have developed a process for pH-measuring by means of antimony electrodes, by which the surface of the antimony electrodes is kept fresh by constant brushing. The firm of F. & M. Lautenschlaeger G.m.b.H. Munich, is the general licensee of the patent 606 798 which

concerns a process for measuring the concentration of hydrogen ions by means of electrodes of antimony and other materials. In view of the fact that our process comes under this patent, we have taken up negotiations with the firm of Lautenschlaeger for the acquisition of a licence. The firm of Lautenschlaeger is ready to grant us a licence against a fee of RM 50.- for each contrivance and we reserve the right to ourselves to build a maximum of 10 electrodes per year for our own requirements as well as for those of our affiliated works in return for turning over the drawings for the construction of a type suitable for our requirements.

5) Tanning Agents.

Ambros.

Collaboration Agreement with Prof. Dr. Stiasny, Helsingborg.

The collaboration agreement concluded with Stiasny is to be prolonged for 5 years at a yearly salary of RM 6,000, and he is to be promised a fee of 1½ Pfennig per Kilogram, if tanning agents invented by him are actually manufactured.

6) Detergent Research.

Möller-Conrad.

Collaboration Agreement with Dr. Joachim Stauff, Berlin-Lichterfelde.

An agreement of collaboration is to be concluded with Stauff, of the Kaiser Wilhelm Institut for Electrochemistry, Berlin-Dahlem, by which he will undertake to offer the results of his work in the field of detergent research to I.G. in the first place and to issue publications in this field

only with our approval. The salary is to amount to RM 1.000.- per year. The contract will expire after one year.

7) Splinterproof Glass.

Lautenschlaeger.

Licence Agreement with Roehm & Haas Co., Philadelphia.

On the basis of the general contract in effect between Ludwigshafen and Roehm & Haas, the above patent, the object of which is the manufacture of splinterproof glass by using mixed polymerisates of unsaturated organic compounds, is already covered by an exclusive licence of Roehm & Haas as far as mixed polymerisates of acrylic acid ester are concerned. The Roehm & Haas company has applied for an extension of the licence to cover in general the use of mixed polymerisates of unsaturated organic compounds, as protected in the patent, in the manufacture of compound glass (Verbundglass), and they desire to acquire a non-exclusive licence for themselves and their customers. We are ready to grant Roehm & Haas the licence against payment of \$ 3,000.-.

8) Polyvinyl Acetals.

Lautenschlaeger.

Licence Agreement with Shawinigan Chemicals Ltd., Montreal/Canada.

The Shawinigan company own two German patents Nos. 632 310 and 664 648, which concern special processes for the production of polyvinyl acetals. By means of a licence agreement with Shawinigan, we intend to secure for ourselves the opportunity of using the two German patents of the Shawinigan, as these patents comprise processes which are most economical

for the production of polyvinyl acetal resins and are the only practical method of producing acetals. The licence fee amounts to 1 1/4% of the net sales price, payable in Canadian currency. This licence charge can be compensated at any time by the export of products manufactured according to the Shawinigan process. Subject to the approval of Ludwigshafen and in order to settle a pending lawsuit for patent violation, Shawinigan is also to be granted a licence covering US Patent No. 2 108 857 and the corresponding Canadian patent No. 328 848, which processes concern the manufacture of polymerized vinyl esters.

9) Synthetic Resins.

Lautenschlaeger.

Licence agreement with Carbide & Carbon Chem. Corp., New York.

The Carbide & Carbon Chem. Corp., New York, is to receive a non-exclusive licence in the field of synthetic resins covered by the two American Diels and Alder patents, 1 944 731 and 1 944 732 which concern the well-known Diels Condensation process. The licence fee amounts to 5% of the net sales price of products manufactured according to the patented process.

10) Separation of rare Earths.

Kuehne.

Collaboration Agreement with Prof. Dr. W. Fischer, Freiburg/Br.

As of 1 January 1939, a collaboration agreement is to be concluded with Fischer, by which he undertakes to inform us, as soon as possible, of all results of his scientific work in the field of the separation of rare earths and to put these results at our unlimited and exclusive disposal. Salary RM 300.- per month.

Enclosure 1.

Enclosure 1) to the Technical Committee Memorandum of 14 April 1939

	Bosch	
	Schmits	
<u>Main Group 1:</u>	Schneider	
	Baetefisch	
	Mueller-Conradi	
<u>Mines</u>	Scharf	
<u>Main Group 2:</u>	ter Meer	Chairman
Upper Rhine Area	Ambros	
	Wurster	
Maingau	Lautenschlaeger	
	Jachne	
	Jacobi	
Lower Rhine Area	Kuetze	
Central Germany	Biergin	
<u>Main Group 3:</u>	Gajewski	
	Kleine	
Explosives Group	Mueller	
	Struss	Secretary
	Loehr	
	Goldberg	
	Niemann	to I and II

Agenda

for the Conference of the Technical Committee at Leverkusen
on Wednesday at 9:30 a.m.

- I. Inorganic Pigments. Heder
(Handwritten): 33 Chemists
II. Experimental Costs. Struss
left 2718 Chem
College Graduates: 3755

III. Miscellaneous.

Hand-
written:
Initials
90000
155
25 y

- 1) Coal Supply for the Western Plants Jaehne
and Priorities for Iron, Timber and Cement.

Handwritten: 1.7 million tons 340.000 tons short
without replenishing the stocks against 1,3
millions 1938

- 2) Transfer Compressor. Biergin

Granting of a License to Amag Hilpert for our
German Patent 655 641 and corresponding
foreign patents.

- 3) Urea and Alkyd Resins. Ambros

Purchase of protective rights of the Arbi-
Administration (Arthur Mueller-Benten and
Industriewerke, Berlin-Johannisthal)
in the field of Urea Resins.

- 4) Production of Organic Acids by the Catalytic Ambros
Oxydation of Ketones.

Licence Agreement with the Shell Development
Company, San Francisco concerning our
American Patent 2 005 183.

- 5) Production of Drying Oil from Castor Oil. Ambros

Handwritten:
Initials,
partly
crossed
out.

Licence Agreement with N.V. Noury & van
der Lande's Exploitatie Maatschappij,
Deventer.

- 6) Synthetic Polypeptides. Ruehne

Contract of Association with Dr. Eugen
Mueller, Jena.

(Handwritten): Fast Azoic Colors Krekeler

Titanium

Illegible words 4.5 Millions

Seubell (?)

Minutes

of the Conference of the TECHNICAL COMMITTEE in Leverkusen on

Wednesday, 31 May 1939, 9:30 a.m.

Present: The gentlemen listed in enclosure 1).

I. <u>Inorganic Pigments</u>	(Handwritten):	Page 1
II. <u>Experimental Costs</u>	To Director Dr. Brüggemann Initials 8/7.	3/5
III. <u>Miscellaneous</u>	To Director Dr. Albers Initials 19.VII.	5
	To Director Dr. Einle Initials 3/7.	
	To Director Dr. Bank Initials	

(Last three names crossed out in original)

1) a) <u>Coal Supply for the Western Plants</u>	5
<u>Priorities</u>	
b) <u>for Iron, Timber and Cement</u>	5/6
c) <u>Priorities for MX-Building Projects</u>	6
2) <u>Transfer Compressor</u>	
Granting of a licence to Anag Hilpert for our German Patent 655 641 and corresponding foreign patents.	6
3) <u>Urea and Alkyd Resins</u>	7
Purchase of protective rights of the Administration (Arthur Mueller-Bauten und Industriewerke, Berlin-Johannisthal) in the field of Urea Resins.	
4) <u>Production of Organic Acids by the Catalytic Oxidation of Ketones</u>	7/9
Licence Agreement with the Shell Development Company, San Francisco concerning our American Patent 2 005 183.	
5) <u>Production of Drying Oil from Castor Oil</u>	9
Licence Agreement with N.V. Noury & van der Lande's Exploitatie Maatschappij, Deventer.	
6) <u>Synthetic Polypeptides</u>	10
Contract of Association with Dr. Eugen Mueller, Jena.	

	Page
7) <u>Working of a Limestone Deposit near Bennstedt</u> <u>Contract with Herr Koch, Bennstedt.</u>	10
8) <u>Sale of the Property Hausgrund in the Parish</u> <u>of Lindlar</u>	11
9) <u>Sale of Land near Michelheim-Main.</u>	11

I. Inorganic Pigments.

NedorMINERAL PIGMENTS

Inorganic pigments occupy within the framework of the world's chemical production the third place after industrial chemicals and medicinal preparations, their value amounts to approximately 10% of the world's chemical production. Germany, with a share of 31% of the volume of the world's trade in mineral pigments occupies the leading position.

Practically the whole of the I.G. output of inorganic pigments is produced by the Lower Rhine Works Combine, for instance Leverkusen produces Lithophone, Titanium dioxide, Cadmium pigments, Baryt White and Ceramic pigments, Uerdingen produces Ferric oxide pigments. Chrome pigments are manufactured in Leverkusen, Uerdingen and Bitterfeld. The manufacture of mineral pigments originated by utilizing waste products, for instance, zinc lye for Lithophone, and iron sludge for ferric oxide pigments. Scientific research is of recent date, and has developed the field systematically. The future development may be regarded as favorable since we can show that we are leading as far as quality is concerned.

The paper is available in the TEL office in its original version and may be obtained from there.

II. Cost of Research.

Struss

Charts showing the expenses of the I.G. for research were carefully studied: The following table shows the development during the last ten years:

(Figures in Millions of Marks)

	<u>1928</u>	<u>1929</u>	<u>1932</u>	<u>1937</u>	<u>1938</u>
<u>Main Group 1</u>	90.9	81.5	10.0	25.0	31.2
<u>Main Group 2</u>	38.4	44.9	23.6	40.7	48.3
<u>Main Group 3</u>	<u>5.6</u>	<u>2.7</u>	<u>2.7</u>	<u>5.4</u>	<u>6.2</u>
<u>Total</u>	<u>134.9</u>	<u>129.1</u>	<u>36.3</u>	<u>71.1</u>	<u>85.7</u>

Of the 85.7 mill. Marks which were spent in 1938 on research, the greater half, approximately 45 million Marks, was spent on laboratories. This amount is based on the number of our research chemists, amounting to approximately 1300 at the present time. Of these, approximately 1100 are working in the laboratories of the Western plants.

In addition, the number of University graduates was considered. The following table shows the increase during the last six years:

1 January 1933 1 Jan. 1939 plus 1/2

Chemists

Main Group 1	366	594	63
Main Group 2	1,324	1,788	36
Main Group 3	<u>197</u>	<u>336</u>	<u>70</u>
<u>Total</u>	<u>1,087</u>	<u>2,718</u>	<u>44</u>

EngineersOther University graduatesGrand Total

434	924	91
<u>95</u>	<u>113</u>	<u>20</u>
<u>2,466</u>	<u>3,755</u>	<u>52</u>

The whole cost of I.G. research was 5.2 % of the turnover in 1938. Since at present the cost of research no longer shows an upward tendency, whereas the turnover is still increasing, a still more favorable ratio may be expected for 1939.

It is generally agreed that the diversified scientific and industrial tasks can scarcely be solved with the present staff of chemists, and consequently we may expect a further increase in the number of our chemists.

Possible measures of economizing were discussed, and it was agreed that experiments especially in new fields should be carried out only after mature consideration.

III. Miscellaneous.

1. a) Coal supply for the Western Works

Jahne

Adequate supplies of coal for the Western Works do not seem to be assured for the coming winter. It was therefore resolved that the leading officials of the 3 Western Works Combines together with JAHNE and the Purchasing Department should decide as to the distribution of the coal which is available.

b) Priority lists for Steel, Lumber and Cement.

Jahne

The priority lists 6 and 7 for free building projects were briefly discussed. The quantities of materials allocated are not particularly large, but this does not give rise to any serious difficulties.

c) Priority list for MGX building projects

Jachno

It was found that only a limited number of new building projects are concerned. They belong to the division of Eckell, who was called upon to furnish a priority list for these building projects as well. It was decided that the building projects should be submitted to the Reich office, not in the order of their urgency, but in an ordinary list. As heretofore, it is left to the individual plants to give reasons for their wishes as regards allocations of materials.

2. Transfer-compressor

Buergin

Granting of a license to AMAG-HILPERT for our German Reich Patent 655 641 and corresponding foreign patents.

We possess the rights on equipment for the transfer of liquefied gases, and we are granting to AMAG-HILPERT an exclusive license for the manufacture of transfer compressors and their sale at home and abroad, against a payment of 5% of the net sales price. Deliveries to non-acceptable competing companies can only be made with our approval. We retain the right to produce transfer compressor ourselves, or to have them made by third parties for our own works and for affiliated ones. If we purchase them from AMAG-HILPERT, we shall receive a 10% reduction on the usual sales price. Arrangements were made for a mutual exchange of manufacturing experience without charge. To start with, the agreement shall remain in force until 31 December 1941; if no notice is given, the agreement shall continue automatically.

3. Urea and Alkyd Resins Amros
Acquisition of rights from the AMBI-Administration
 (Arthur Mueller Baeten und Industriewerke, Berlin-
 Johannisthal) in the field of Urea resins,

We concluded an agreement with the AMBI-adminis-
 tration, Berlin in 1936, according to which we (including the
 Dynamit A.G.) have acquired a license on four German patents of this
 company against a single payment of RM 16,000.—. The patents
 deal with the production of combined resins from urea resins and
 alkyd resins as well as the manufacture of a lacquer from one of
 these combined resins.

The AMBI-administration has now offered us in
 addition the German Reich Patent 584 656, which is still in their
 possession, and which also refers to the production of urea-form-
 aldehyde condensation products. Among other things, it deals with
 a particular modification of a combination of alkyd resins with
 urea-resins. Since this patent too is interesting from the tech-
 nical point of view, we propose to acquire it against a single
 payment of RM 500.— and refund of the patent fees paid by the
 AMBI-administration up to date, amounting to RM 520.—

4. Production of organic acids through the catalytic oxidation
of ketones.

Amros

License agreement with the Shell Development Company,
 San Francisco, concerning our U.S. Patent 2 005 183.

Shell will receive a license for our above
 mentioned patent, only for the production of formic acid, acetic
 acid and propionic acid, but produced only from ketones obtained
 from the products of the mineral oil industry. This license is
 exclusive;

but we are permitted to use the licensed process in the USA ourselves or to grant the same license to ~~the~~ General Aniline Works, Inc., or to the Standard Oil Development Company of New Jersey. Furthermore we retain the right to grant licenses to any other company on U.S. Patent 2005183 for the production of formic acid, acetic acid or propionic acid from ketones which were derived from products other than those from the mineral oil industry, also for the production of other organic acids than formic acid, acetic acid and propionic acid from optional ketones.

Shell will pay for the license on our U.S. Patent 2 005 183 to be used to the extent described the following amounts:

- 1.) On signing the license agreement and on receipt of all the experimental data which we possess at the present time deriving from laboratory research and small scale manufacture a down-payment of \$ 20,000.— for an option to run for one year.
- 2.) When exercising the option, a continuous fee amounting to:
 - a) 5 1/2% of the ex-factory sales price for formic acid and for acetic acid,
 - b) 6% of the ex factory sales price for propionic acid.

Should we use the right to utilize the process in the USA ourselves, or to grant further licenses, and should this result, in considerable amounts of formic acid or propionic acids being put on the market in the USA, then the payment stipulated in 2a), shall be reduced to 5% of the ex factory sales price. These payments shall be reduced by a further one percent,

viz. to 4% of the ex factory sales price, if the non-exclusive license on the German application No. 39 781 (process for chlorinating olefines) which we acquired from the Bataafsche or the corresponding patent is changed to an exclusive license.

Minimum amounts fixed by special agreements are guaranteed for the annual payments. In addition, Shell undertakes not to export either directly or indirectly from the USA the formic acid, acetic acid and propionic acid which are made in accordance with the process, and to manufacture only 2000 tons per year, or one third of the American requirements of formic acid, in accordance with the licensed process.

5. Production of drying oil from castor oil.

Ambros

License agreement with the N.V. Noury & van der Lande's Exploitatie Maatschappij, Deventer.

We have granted licenses on our process for the production of drying oil from castor oil through catalytic separation of water, for Germany (German Reich Patent 529 557) to the Colmarke Noury and van der Lande, Americh a/Rh., and for France (French patents 679 700 and supplement 38 709) to the Société Industrielle et Commerciale "La Nourylande", Compiègne.

It is now intended to grant to "La Nourylande" a license for our corresponding Belgian patents 362 954 and 370720 as well. "La Nourylande" will make for the same a single payment of foreign exchange amounting to BEF 1000.— and furthermore will pay for the material which is manufactured for Belgium, the same payment per kilo as for France (BEF 1.50 for every 100 kg of manufactured drying oil) and which must amount to a certain minimum payment per year.

6) Synthetic Polypeptide.

Kuehne

Contract with Dr. Eugen Maeller, Jena.

Our scientific laboratory intends to conclude an agreement with the Dozent Dr. Eugen Maeller at Jena regarding collaboration in the field of synthetic Polypeptide. As compensation for this collaboration Maeller is to receive a quarterly payment of RM 600.-

7) Working of a limestone deposit near Bennstedt

Schneider

Contract with Herr Koch, Bennstedt.

The lime requirements of the Wolfen and Bitterfeld plants for the production of calcium ammonium nitrate at present amount to roughly 100 000 tons per year, of which only about 70% can be met from two limestone quarries on the Bennstedt ridge with good rail facilities.

The owner of a further limestone deposit on the Bennstedt ridge, Lieutenant Colonel Koch, is willing to give us the working rights for lime on a terrain of approximately 60 acres which is located in the immediate neighborhood of the railroad station. According to our estimates the limestone deposit contains at least 1 1/7 million tons of lime. I.G. is to pay Koch a hauling rent of RM 0.14 per ton of limestone, but is not obliged to do the working, merely to pay the sum of RM 1 000.- per year as retainer to be settled later on with the hauling rent. The Technical Committee agrees to the conclusion of the agreement.

8) Sale of the property Hausgrund in the district of Lindlar.

Kuehne

The estate with an old half-timbered house was sold at the price of RM 4,000.-.

9) Sale of estates near Mischheim/Main.

Jacobi

Terrain of no further interest to us in the neighborhood of our factory near Mischheim/Main which has been shut down, is to be sold for settlement purposes. Expected net proceeds roughly 35,000.-.

Enclosure 1) to the minutes of the meeting of the Technical
Committee held on 31 May 1939.

	Schmitz
<u>Main Group 1:</u>	Schneider
	Bustefisch
<u>Fits:</u>	Scharf
<u>Main Group 2:</u>	ter Meer chairman
Upper Rhine	Ambros
	Murster
Meingau	Leutenschlaeger
	Jaehne
	Jacobi
Lower Rhine	Hoerlein
	Kuehne
Central Germany	Buergin
<u>Main Group 3:</u>	Kleine
Explosives Group	Mieller
Central Book-keeping Department	Dencker
	Struss Recorder of the minutes
	Meder (to point I)

Stamp: Return to the Directorate Leverkusen

Miratos

on the meeting of the Technical Committee held on Friday, 23 June
1939, at 1500 hours in Frankfurt/Main. Stamp: Directorate
4 July 1939

The gentlemen listed in enclosure 1) were present.

in pencil:
Dir. Dr. Brueggemann initialled 2/8
Dir. Dr. Emsler signed 26/7

	Page
I. <u>Discussion concerning Credits.</u>	1
a) General situation	1
b) Credits on hand	2
c) New construction FLIX	3
II. <u>Miscellaneous.</u>	
1) <u>Process and apparatus for the roasting of sulphide ores in the form of dust and other sulphur-containing foundry products.</u>	4
Contract with Aktiengesellschaft Dynamit Nobel, Pressburg.	
2) <u>Reaction of synthetic fats in biological experi- ments.</u>	5
Stipend for Dr. R. Eberich, Leipzig.	
3) <u>Tannin-Fixation Agents.</u>	5
Acquisition of the German Reich Patent 606 140 and supplementary application St 58 097 IVd/28a.	
4) <u>Physical Reaction of Acetylene.</u>	6
Employment agreement with Dr. Friedrich Hoeller, Berlin.	

I. Discussion concerning Credits.

a) General credits situation.

The general credits situation is explained with the help of tables. The expenses of the current year will not reach the amount provided for at the meeting held on 27 February 1939. Amounts carried forward and approvals, as well as the latest estimate of expenses can be seen from the following table:

(Amounts in Million Reichsmark.)

I.G. including affiliated plants
without Buna, without Landsberg.

	brought forward 1. Jan. 1938	brought forward 1. Jan. 1939	approval 39 and avail- able cre- dits	latest estimate of ex- penses 1939	expenses as planned on 27 Feb. 1939
Plants Main Group 1	88	87	51	65	70
Pits	68	74	30	46	46
Main Group 1	156	141	81	111	116
Main Group 2	188	120	83	110	134
Main Group 3	70	39	21	34	49
Total:	414	300	185	255	299

b) Credits on hand.

The following amounts are suggested for approval under the following provisos:

<u>Main Group 1</u>	Nitrogen, Oils, Pits	RM 35.843.735.--
<u>Main Group 2</u>	Inorganic, dyestuffs sector; pharm.	RM 49.385.322.--
<u>Main Group 3</u>	Artificial silk, photo	RM 12.271.550.--

<u>Total:</u>		RM 97.500.607.--

Main Group 1

PROSE: Workers' houses belonging to the firm

Inventoried from the credit of RM
268.000.-- RM 134.000.--

Main Group 2

Indwigshafen: Steam plant between Ludwigshafen and Oppau as jointly owned plant.

First part extension for electrical output of 15,000 kW RM 10.500.000.--

(Total costs RM 15,000,000.--)

Oppau will be debited with RM
5.000.000.--

Leverkusen: Rubber-Central Laboratory:

2 Rectifiers

RM 1.400.--

Credit to be used for special experiments.

Main Group 3

Landaberg: Cellite:

Plant for the production of 200-240 tons of cellulose ester per month RM 7.500.000.--

The location is to be decided upon by Gajewski and Ambros.

c) New Construction FLIX.

Mr. Meer and Burgen explain briefly the situation which has arisen as a result of the heavy damage sustained by the plant. A complete, new construction, to be set up near Barcelona, if possible, would cost approx. 8 - 10 million Reichsmark, half of which is to be paid by I.G. It seems desirable that the I.G. should continue to retain the important position which they hold through a 50 % partnership in the Flix plant.

II. Miscellaneous.

- 1) Process and apparatus for the roasting of sulphide ores in the form of dust and other sulphur-containing foundry products. Murster

Contract with Aktiengesellschaft Dynamit Nobel, Proseburg.

The Austrian Dynamit Nobel A.G. Vienna, acquired some years ago from Dozent Hiller and Dipl.Ing. Rudolf Pitz, Vienna, the rights for their process for roasting sulphide ores in the form of dust and other sulphur-containing foundry products. They transferred these rights to the Aktiengesellschaft Dynamit Nobel, Proseburg. As we, too, are working in the field of roasted pyrites in dust form, agreements should be concluded with Nobel A.G. or the Aktiengesellschaft Dynamit Nobel, Proseburg, and with Dr. Hiller and Dipl.Ing. Pitz, giving us full rights on the process, and regulating the issuance of licences as well as the exploitation of the process, experimental data, and improvements. Furthermore a three year agreement is to be concluded with Dr. Hiller. Yearly salary RM 3.000.—.

We are also willing to pay a subsidy of up to RM 3.000.— to Dipl.Ing. Pitz, who is working on the development of the process, with a view to applying to other fields the process for the roasting of sulphide ores and other sulphur-containing foundry products, to defray part of the costs incurred by him up to 30. July 1942 in taking out the patent in this field.

2) Reaction of synthetic fats in biological experiments.
Stipend for Dr. R. Eamrich, Leipzig. Mueller-Conradi

In order to assist his research work on the reaction of synthetic fats in biological experiments Dr. R. Eamrich from the Physiological-Chemical Institute at the Leipzig University is to be granted a stipend of RM 200.- per month until the end of June 1940. Dr. Eamrich undertakes to inform us of the results of his research work and to offer it first of all to us. He is also willing to submit to us publications in this field before the printing.

3) Tanning Fixation Agents. Ambros

Acquisition of the German Reich Patent 606 140 and supplementary application St 58097 IVd/28a.

German Reich Patent 606 140 and supplementary application St 58097 IVd/28a which were offered to us by the Studiengesellschaft der Deutschen Lederindustrie G.m.b.H., Dresden (Professor Grassmann) are to be acquired. The purchase of the two patents covering the process of fixation of tannin with products on urea formaldehyde basis is to be recommended in order to prevent disturbances in the sale of tannin fixation agents by outsiders. As purchase price for the two patents, to start with, approx. RM 2,400.- are to be paid to the Studiengesellschaft, i.e. for the German Reich Patent 606 140 RM 1,000.- plus the patent fees which amount to approx. RM 900.- and for the application St 58 097 RM 500.-. Furthermore, if a

product, which comes under patent 506 140, is put on the market by us, an adequate additional payment, the amount of which has yet to be agreed upon, will have to be paid to the Studien-gesellschaft after a starting period of 2 to 3 years.

4) Physical Reaction of Acetylene.

Ambros

Contract with Dr. Friedrich Moeller, Berlin.

An agreement will be concluded with Dr. Friedrich Moeller from the Physical Institute of the Berlin University according to which he will be paid a monthly salary of RM 200.— for one year. Subject of his research work will be the physical reaction of acetylene.

<u>Main Group 1:</u>	Schneider	
	Mueller-Cunradi	
<u>Pts.</u>	Scharf	
<u>Main Group 2:</u>	ter Meer	Chairman
Upper Rhine	Ambros	
	Wirstor	
<u>Main Group</u>	Lautenschlaeger	
	Joehne	
	Jakobi	
Lower Rhine	Heerlein	
	Kuehne	
Central Germany	Buergin	
<u>Main Group 3:</u>	Gajewski	
	Kleine	
Group Explosives	Mueller	
	Struss	Recorder of the minutes
	Loehr.	

Return to Department Directorate Leverkusen

M i n n i s t e r

of the meeting held in Berlin at 09:30 a.m. Monday, August 1939.

A list of those present is given in appendix 1).

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5) Research of magnesium and aluminium alloys Contract of association with Prof. Dr. F. A. HIPPER, Berlin	7
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I. New plant for photographic equipment at Landsberg... BISSI.

The factory site of almost 2 qkm is situated to the East of Landsberg about 50 m above the Warthe river and is bounded on the North by Reich road No 1 Berlin-Koenigsberg.

The production capacity of the film factory is to be 35-40% of that of the Wolfen plant, the production capacity of the paper factory is to be 30% of that of the Leverkusen plant.

The reason for the planning of the new plant are to be found in an ever increasing turnover, in the impossibility of expanding the Wolfen plant further, and in the introduction of new products, such as colour film and colour paper. Total expenses, not including the new cellulo plant project, come to approximately 70 million RM, distributed as follows:

	figures in 1000 RM
1. Price of land	755
2. Plants	8,146
3. Social Welfare	5,321
4. Air raid shelters	1,050
5. Film plants	38,082
6. Paper plants	8,534
7. Film and Paper laboratory	2,918
8. Workshops and technical stores	1,508
9. Power plant	12,633
10. Miscellaneous	939
	69,875

A laboratory of that size will not after all be erected at Landsberg, but it will in all probability be necessary to build a new laboratory at some other place, probably at Wolfen.

The first plants are to be put into operation at the end of 1940, and buildings will be complete by the end of 1941.

II. Research at Oppau

MUELLER-CURADI

MUELLER CURADI reported on the research which had been done at Oppau during the last few years. They had dealt with the following subjects:

- 1) Production of lubricants:
 - a) by cracking of paraffin (a plant in which the process was to be used was under construction in Politz)
 - b) by the polymerisation of ethylene (this process produced particularly high grade lubricating oils for aircraft engines)
 - c) by processing natural mineral oils (as found in Boiania)
- 2) Production of fatty acids by means of oxydation of paraffin
- 3) Glycerine synthesis from acetylene through acetone
- 4) Catalytic cracking process
- 5) Kaurit glue
- 6) Use of urea as feeding stuff
- 7) Carbonyl iron
- 8) Production of nickel from nickel waste
- 9) Production of cryolite from low grade calcium fluoride
- 10) Disintegration of phosphate by means of nitrohydrochloric acid
- 11) Production of concentrates containing niobium from coppite lime stone
- 12) Thermocolordyes.

III. Two intermediate products in fuel production
for important chemical purposes

REBOLD

The lecture, supplemented by slides and exhibits, dealt with the following:

- 1) Phenol oil production at Leuna
- 2) The sulfachlorination of carbohydrates in high and low percentages and further processing of reaction products

1.) Phenol oils.

Marketable products (phenol oil SR and RD) are produced by purification from phenol oils in waste water and crude benzene. It has been possible to obtain additional supplies of raw materials by buying them from Brabag.

Additional quantities of phenols can be produced from medium oils (Phenol oil MD). The process, properties and composition of the products and disaggregation were all described.

2.) Sulfochlorination of carbohydrates.

Saturated carbohydrates are treated with SO_2 and chlorine. Chemistry and practical execution of the process were described.

Main uses of mopsin sulfonates:

- 1) as wetting agent and as a detergent for wool and cotton in the textiles industry,
- 2) as a non-greasy detergent in combination with Igepal C for laundries and home use,
- 3) as a filler for soap to save fats,

(A description was given of the use of the sulfonate in the manufacture of filled curd soap and toilet soap and of the direct processing of the sulfochloride to curd soap and soap flakes)

- 4) as emulsifying agent in the plastic industry.

Sulphonic acid phenyl ester (Mopsin oil) is used as softening agent. Esterification methods and the process suggested for industrial utilization were described.

IV. Publications on new spheres of work.

All I.G. publications on new spheres of work, lectures, articles in technical periodicals or books are to be carefully examined beforehand in future.

It is the purpose of this measure to prevent premature publications which might be detrimental to I.G. and the Reich.

The decision will be left to the heads of the Sparten. In cases where committees have been set up, i.e. in almost all the spheres of work of main group no 2, the chairman of the committee will have the responsibility for their sphere of work. This arrangement is to apply mutatis mutandis to affiliated firms.

V. Miscellaneous at

1) Catalysis

AMEROS

Contract of association with Dr. Robert JUZA,
lecturer at Heidelberg.

As we are interested in Dr. JUZA's work in the field of catalysis, a contract of association is to be concluded with him with a monthly honorarium of RM 200.-, for the duration of 1 year in the first instance.

2) Polaris

AMEROS

Licence agreement with the firm Ewald DOERKEN,
Hertfordshire-Suhr.

An agreement is to be concluded with the firm Ewald DOERKEN in accordance with which the firm will grant to us a non-exclusive licence for their patent No. 20 20 20 for the duration of the patent.

In the main, the patent protects drying paints produced by esterification of multivalent alcohols or phenols with tallowids, and therefore stands in the way of the conversion of tallowid into alkylid resins planned at Uerdingen. Royalties amount to 3 Pf per kg of tallowid used.

- 3) Production of 1 - piperidino - butadien and similar compounds SCHNEIDER
Contract of association with Prof. Dr. LANGENBECK, Greifswald.

LANGENBECK is working on the production of 1 - piperidino - butadien and similar compounds. A contract of association is to be concluded with him for one year in the first instance at a honorarium of 200.- RM per month with effect from 1 April.

- 4) Contact apparatus for super- or sub normal pressure BUEGLER
Licence agreement with the firm Apparatebau Jos. H. REINKE, Bochum.

Our registered trade mark No. 1.390.048/42 q protects a contact apparatus for super- or sub normal pressure, in which a loaded, non-directional membrane operates a contact at a certain super- or sub normal pressure. The firm Apparatebau Jos. H. REINKE, Bochum, will receive from us a simple, non-transferable licence for the manufacture and distribution of such contact apparatus and will pay in return royalties of 10% of the net production value of apparatus sold to third parties. We shall retain the right to manufacture the equipment for ourselves and for the firms affiliated with us and to acquire equipment from REINKE we will get a preferential price which is 25% lower than the normal net production price.

- 5) Re-use of magnesium and aluminium scrap BUERGEL
Contract of association with Prof. Dr. H.A. NIPPER,
Berlin.

It would seem to be in the interest of solving the problems with which our light metals department has to deal in connexion with re-use of magnesium and aluminium scrap to conclude a contract of association with NIPPER, who has a chair at Aachen, and who has a lot of experience in this field as he is a specialist on foundry technology. The contract is to be valid in the first instance until 30 June 1940; the honorarium provided is RM 750.- per month. Results obtained in the course of our cooperation will become our property. Provision is made for a special remuneration, to be assessed in accordance with the exigencies of each particular case, should an invention be attributable mainly to the suggestions made, or the work done, by NIPPER.

- 6) Welding technology BUERGEL
Contract of association with Dr. Ing. Ernst KLOSSE,
Koethen (Anhalt).

It is intended to continue a somewhat loose form of collaboration with Dr. KLOSSE in the field of welding techniques in the form of a contract of association, as far as light metal alloys are concerned, until 30 June 1940 in the first instance. Monthly remuneration is to be RM 110.- should patentable inventions result from the collaboration, they shall become our exclusive property against payment of an appropriate remuneration to be determined from case to case.

7) Contract of association with Prof. Dr. H. REICHLEIN,
Esslingen.

KUSPKE

A contract of association is to be concluded with REICHLEIN who is working on the border subjects of organic and inorganic chemistry. REICHLEIN will put our exclusive disposal all his results in the field covered by the contract. Remuneration RM 3.000,- per annum. Should inventions result from his researches which lead to industrial exploitation, special arrangements are to be made about remuneration.

Appendix to Ten minutes dated 7 August 1939.

	SCHMITZ	
Main Group 1:	SCHNEIDER MUESTERSCH MUELLER-CUNADI	
Mines:	SCHARF	
Main Group 2:		
Upper Rhine	AMEROS WURSTER	
Meinigen	JAEHNE JACOBI	
Lower Rhine	HORNLEIN KUEHN	
Central Germany	BUEHGIN	
Main Group 3:	GAJEWSKI KLEINE	Chairman
Central auditing dept.	DECKER	
	RIESS	edition I
	HEBOLD	
	STUSS	recorder
	LOHR	

CERTIFICATE OF TRANSLATION

23 April 1948

We,

Victoria ORTON, ETO No. 20129,
Alfred RAHL, No. B-398081,
Anne MARTIN, ETO No. 20144,
Beryl C. HESWICK, ETO No. 20183,
Leonard J. LAWRENCE, ETO No. 20138,
Patricia E.C. WOOD, ETO No. 20139,
Brigitte TURK, ETO No. 35130,
Julius J. STEUER, AGO No. A-442654,
Eugene R. KUN, AGO No. D-429798

hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book 13 ter Meer.

Victoria ORTON
ETO No. 20129
(pages 45-61,
78-87 and Index)

Alfred RAHL
No. B-398081
(pages 1-10, 31-44, 103-105
and 70-77)

Anne MARTIN
ETO No. 20144
(pages 11-13)

Beryl C. HESWICK
ETO No. 20183
(pages 14-19)

Leonard J. LAWRENCE
ETO No. 20138
(pages 20-25, 128-130)

Patricia E.C. WOOD
ETO No. 20139
(pages 26-30)

Brigitte TURK
ETO No. 35130
(pages 113-115, 116-123)
and 62-65)

Julius J. STEUER
AGO No. A-442654
(pages 88-102)

Eugene R. KUN
AGO No. D-429798
(pages 106-112
and 65-69)

Case 6
Defense

MILITARY TRIBUNAL VI

CASE VI

DOCUMENT BOOK XIV

for

Dr. Fritz ter Meer

(Supplementary Volume)

Presented by the
defense counsels

Dr. Erich Berndt

Karl Bornemann

hang



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to Document Book XIV (Supplementary Volume) for
Dr. Fritz ter Meer.

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46		Affidavit of Prof. Dr. Robert W i n - g e r - A u s t, Direktor of the Farbauf- schungs-Institute of the University of Basel, dated 29 Jan. 1948, concerning the assistance lent by Dr. ter Meer to enable Prof. W i n g e r - A u s t to escape National Socialist pressure. Prof. W i n g e r - A u s t and Dr. ter Meer were not acquainted before this help was rendered.	1
95		Affidavit of the chief of the Sales Department Z at the Central Office of I.G., Walter F l o t h e, dated 19 March 1948, concerning the deliveries by I.G. to the powder and explosive plants in Germany in 1938. The list shows the deliveries for civilian as well as military needs.	4
233		Letter from Dr. Ambros to the head of the central raw rubber laboratories of the I.G., Dr. Kourad, dated 13 June 1939, concerning buns for the leather industry. In the letter Dr. Ambros states that the leather industrialist Freudenberg was counting on a yearly requirement of 12,000 to 14,000 tons of buns.	6
234		Letter from the Reich and Prussian Minister of Economics to I.G. Farbenindustrie A.G. dated 13 April 1938. The letter contains the demand of the Reich Ministry of Economics that the preamble of the agreement between the Reich and I.G. concerning the H o l s b u n n plant be given a National Socialist content.	7
158		Excerpts from "Hearings before a Special Committee Investigating the National Defense Program United States Senate 77th Congress First Session Part 11, published by the United States Printing Office Washington 1942.	8

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Dr. Fritz ter Meer.

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46	Affidavit of Prof. Dr. Robert W i s i n - g e r - A u s t, Direktor of the Farbenfär- schmuck-Institute of the University of Basel, dated 29 Jan. 1948, concerning the assistance lent by Dr. ter Meer to enable Prof. Wisinger-Aust to escape National Socialist pressure. Prof. Wisinger and Dr. ter Meer were not acquainted before this help was rendered.	1
95	Affidavit of the chief of the Sales Department I at the Central Office of I.G., Walter F l o t h e, dated 19 March 1948, concerning the deliveries by I.G. to the powder and explosive plants in Germany in 1938. The list shows the deliveries for civilian as well as military needs.	4
233	Letter from Dr. Ambros to the head of the central raw rubber laboratories of the I.G., Dr. Konrad, dated 13 June 1939, concerning buna for the leather industry. In the letter Dr. Ambros states that the leather industrialist Freudenberg was counting on a yearly requirement of 12,000 to 14,000 tons of buna.	6
234	Letter from the Reich and Prussian Minister of Economics to I.G. Farbenindustrie A.G. dated 13 April 1938. The letter contains the demand of the Reich Ministry of Economics that the preamble of the agreement between the Reich and I.G. concerning the Huls buna plant be given a National Socialist content.	7
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for Dr. Fritz ter Meer, Case VI.

Doc. No.	Exh. No.	C o n t e n t s	Page
158 (cont'd.)		a) Excerpt from the hearing of Herr W.S. Parish on 31 March 1942: "Moreover, I wish to assert with conviction that whether the several contracts made with the I.G. did or did not fall within the borders set by the patent statutes or the Sherman Act, they did insure greatly to the advance of American industry and more than any other one thing have made possible our present war activities in aviation gasoline, toluol, and explosives and in synthetic rubber itself."	
		b) Excerpt from the examination of Herr W.S. Parish 2 April 1942: "The allegation that the I.G. was at that time withholding technical information from Standard on German synthetic rubber and that Standard therefore should not have lived up to its own commitments is a double fallacy."	
		c) Excerpt from the examination of Herr Frank A. Howard on 7 April 1942: y	8
96		Affidavit of Dr. Oskar L o e h r dated 31 Jan. 1948 concerning the ideas and intentions of Dr. ter Meer in regard to the French dye plants at the time of the founding of Francolor and about the technical help given Francolor by the I.G.	12
77	238	Affidavit of Dr. Oskar L o e h r, the former chief of the technical Committee and present Prokurist of the Bayer dye plants in Leverkusen, dated 31 Jan. 1948, concerning his conversations with Dr. Strauss about Auschwitz.	20
97		Affidavit of the office manager of the Technical Committee Peter L a n e t h, dated 25 Feb. 1948, re the information Dr. Strauss gave him about Auschwitz.	22

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Case VI.

Doc. Exh. No. No.	C o n t e n t s	Page
98	Affidavit of the office clerk of the Technical Committee, Erich Josef H e c k e r, dated 25 Feb. 1948, re the information he received from Dr. Strauss about the atrocities committed in the Auschwitz concentration camp. He received this information for the first time about July 1945.	24

END

DOCUMENT BOOK IIV

for Dr. Fritz ter Meer

I certify that all of the documents contained
in this document book correspond word for word
with the documents turned over to the court.

Nuernberg, 25 March 1948

Dr. Erich Berndt
Karl Bornemann
Defense Counsels

Prof. Dr. Robert Wisinger-Aust
Direktor of the Farbenforschung-
Institut of the University

Basel, 29 January 1948

Affidavit.

I, Professor Dr. Robert W i s i n g e r - A u s t, Basel,
Missionstrasse 38, German citizen, have been informed that I
expose myself to punishment if I make a false statement in lieu
of oath. I declare in lieu of oath that my statement is true
and was made voluntarily and without compulsion to be
presented as evidence before the Military Tribunal Court
No. VI at the Palace of Justice in Nuernberg, Germany.

D e p o s i t i o n .

In the fall of 1936 Herr Direktor Dr. Fritz ter Meer, whom I had
not known personally before that time, invited me to the
Dom Hotel in Cologne for a short talk. He had learned from Prof.
Dr. John Eggert (at that time with Agfa in Wolfen, today with
ETH, Zurich), whom I, as a foreign collaborator at Agfa, saw
from time to time, that I was getting into more and more
trouble in my position as professor at the University of Bonn
because of my consistent and frank rejection of National
Socialism, and that I was considering emigration. In the
course of our conversation Dr. ter Meer
explained that my case interested him and that he was sympathetic
and wanted to help me escape National Socialist¹⁰ pressure and
therefore was inviting me to take a trip to the USA so that I
could have the opportunity to get in touch with different
universities there and perhaps prepare the way to an appointment
to a teaching position there..

- 2 -

The journey took place from the end of September until the beginning of November 1936. In the USA I was the guest of the General Filine Works in New York, who were friendly with the I.G. Farbenindustrie, and whose director, Dr. Huets, had been asked by Dr. ter Meer to do all he could to help me. I was able to make contacts, which held good prospects, with Fordham University in New York. Then in 1937 Dr. Huets, with the consent of Dr. ter Meer, gave me an affidavit that guaranteed me a sufficient income until I received a professorship. In November 1937 the American Consul General in Stuttgart granted my family and myself permission to immigrate. Our migration was planned for February or March of 1938. In January 1938 I came into contact with Prof. Dr. Paul Karrer, director of the Chemical Institute of the University of Zurich. To my great joy he declared himself ready to take me on as a lecturer at his Institute. The Ciba offered me a contract as foreign scientific collaborator, so that I could earn a livelihood in Switzerland, whereby it correctly made it a condition that the I.G. Farbenindustrie must agree to release me from my contract obligation in a friendly manner. But my working contract with the I.G. Farbenindustrie was valid for several more years (it had been signed for 5 years, without privilege of giving notice, in 1935 or 1937). Again it was Dr. ter Meer who helped me.

- 2 -

DOCUMENT BOOK XIV TER MEER
DOCUMENT No. 46
EXHIBIT No. 204

- 3 -

He agreed to a friendly annulment of my contract on 1 April 1938, and made it possible for me to go to Switzerland and rebuild my existence outside the domain of National Socialism.

signed: Prof. Dr. R. Wizinger

Seal and Stamps:

Dr. Max Hagnann

Attorney and Notary

30 Jan. 1948

Certification: The above signature of Prof. Dr. Robert Wizin Dr.-Aust, acknowledged by me, has been executed before me, Notary Dr. Max Hagnann, in Basel on 30 Jan. 1948, which I herewith certify and attest.

Seal

Basel, 30

(thirtieth) January 1948

(one thousand nine hundred and
fourty eight.)

Log. Prot. 1948

No. 12

signed: Dr. Max Hagnann

Certified true copy of above document.

Munich, 17 Feb. 1948

signed: Dr. Karl Bornemann

Defense Counsel

- 3 -

AFFIDAVIT!

I, Walter FLOTRO, born 2 April 1893 at Hoexter/Teser, residing Leverkusen-Bayerwerk, Kaiser-Wilhelm-Allee 3, with Farbenfabriken Bayer, I.G. Farbenindustrie Aktiengesellschaft-in dissolution - (under British control) , was duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Military Tribunal VI (Case VI) at the Palace of Justice , Nuernberg (Germany):

Part of my responsibility as director of the Sales division 3 (organic intermediate products) with the central office of IG. Farbenindustrie A.G. in Frankfurt/Main was the expedition of deliveries out of this range of products to the dynamite- and powder factories and other competent receivers. From statistical material still available and other records the following results for the year 1938:

Deliveries to powder- and dynamite factories in Germany	t	RM.
	34.381	28.536.505.---

According to records still available the following products were delivered in 1938, while the individual receiver cannot be identified:

Product	t	RM.
Binotrotoluol 0 - 60	83	44.993.---
" " 25 - 30	930	589.983.---
" " 60 - 69	10	9.434.---
Centralite I	584	1.438.680.---
Centralite II	31	84.383.---
Centralite IV	14	51.050.---
Diphenylamin techn.	46	76.830.---
Diphenylamin chem.pure	74	176.736.---
Akerdit	107	408.770.---
Diphenylurethan	138	496.800.---
Mononitrotoluol metafree	21270	15.251.397.---
Nitrotoluol, raw,	8465	5.290.588.---
Aethylphenylurethan	311	339.756.---

DOCUMENT BOOK 14 TER MEER
TER MEER -DOCUMENT No. 95

(Page - 1 - of original ,cont'd.)

Product	<u>t</u>	<u>RM.</u>
Pentacerytrit	488	1,410.073.--
Dinitrodiphenylamine	249	449.686.--
Dinitrophenol	767	668.332.--
White-salt	76	111.155.--
Florin acid	14	27.111.--
Dinitromethylanilin	167	248.892.--
Chlorbenzol	158	75.688.--
Quannidin nitrate	49	94.585.--
Resorcin techn.	35	105.488.--

(page - 2 - of original)

	<u>t</u>	<u>RM.</u>
Dichlorophthal acid	30	156.108.--
Pure Benzol and Benzol-		
toluol	246	112.868.--
various products	65	205.519.--
	<hr/> 34.381	<hr/> 28.536.505.--

I expressly refer to the fact that above listed deliveries to powder-and dynamite factories in Germany embrace civilian as well as military requirements. Any subdivision within these two fields of use is not possible because we have had no records for that.

Leverkusen - Bayerwerk, 19 March 1948

Sig. Walter FLOTHO
(Walter FLOTHO)

Executed before me by Herr Walter FLOTHO as the person rendering above affidavit.

Sig. Dr. Hugo SCHRAMM
(Dr. Hugo SCHRAMM)
Attorney at Law and Defense Counsel.

I.G. Farbenindustrie Aktiengesellschaft
Ludwigshafen/Rhein
Intermediate products-group.

Herr
Dir.Dr. Konrad

Confidential

IG. Leverkusen.

Dr.A,Dr.D. 13.VI.39

Buna for the leather-industry.

In preparation for our conference on Friday with Herr Dr. ECKELL Herr PREUDENBERG called me up to-day once more. He gave me the figures of his requirements for Latex and asked me to support these deliveries. He figures alone for the firm PREUDENBERG 9 tons per month Perbunan, figured at 100%, and 18 tons per month Buna S, figured at 100%. For the leather industry as a whole he believes that he may figure about 10 times as much. Apart from that the need remains for 8-10000 tons a year of Buna S for leather shoes of the type Noracole.

He emphasized again the necessity to erect a third Bunaplent, since the development in the field of leather is very serious, and expressed, as he did already once before, his desire that the leather industry be made financially a participant in such an establishment.

Sig. AMBROS

Herr Dir.Dr. WULFF-SCHKO
Tele-Buro Frankfurt/M.
Initials a.e.

DOCUMENT BOOK 14 TER MEER
TER MEER -DOCUMENT No. 233

(Page - 1 - of original, cont'd.)

COPY.

The true and correct copy of the above document is
certified.

Nuernberg, 13 February 1948
Sig. Christian H. TIERCK, Defense Counsel
Assistant
at the Military Tribunal VI Nuernberg.

DOCUMENT BOOK 14 TER LEER
TER MEER -DOCUMENT No. 234

The Reichs- and Prussian
Minister for Economics
IV Fin 2327-38-Btz - DM.

Berlin W8, 13 April 1938
Behrenstr. 68-70

Re: Buns II

To the IG. Farbenindustrie A.G.

Frankfurt/Main.

In the enclosure I submit two drafts of contracts
with the request for your opinion .

The preamble contained in the introduction V is
to be supplemented as follows:

The aims of the Four Year Plan determine the tasks
of Huels. The management of the business will always
keep in mind this fundamental idea and especially
conduct the business according to the principles of
national socialist world outlook....

By Order

Sig. REINBOTHE .

INVESTIGATION OF THE
NATIONAL DEFENSE PROGRAM

H E A R I N G S

before a

SPECIAL COMMITTEE INVESTIGATING THE
NATIONAL DEFENSE PROGRAM

UNITED STATES SENATE

SEVENTY-SEVENTH CONGRESS

FIRST SESSION

Pursuant to

S. Res. 71

A RESOLUTION AUTHORIZING AND DIRECTING
AN INVESTIGATION OF THE NATIONAL
DEFENSE PROGRAM

PART 11

MARCH 5, 24, 26, 27, 31, AND APRIL 1, 2, 3, 7, 1942

BUBBER

Printed for the use of the Special Committee Investigating
the National Defense Program.

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TUESDAY, MARCH 31, 1942

TESTIMONY OF W.S. PARISH, PRESIDENT, STANDARD OIL CO.,
(NEW JERSEY), NEW YORK CITY, AND FRANK A. HOWARD, VICE
PRESIDENT, STANDARD OIL CO. (NEW JERSEY), PRESIDENT,
STANDARD OIL DEVELOPMENT CO., NEW YORK CITY

4359

(page 4360 of the Original)

Testimony of W.S. Parish continued:

Moreover, I wish to assert with conviction that
whether the several contracts made with the I.G. did or
did not fall within the borders set by the patent
statutes or the Sherman Act, they did insure
greatly to the advance of American industry and
more than any other one thing have made possible
our present war activities in aviation gasoline,
toluol, and explosives and in synthetic rubber
itself.

THURSDAY, APRIL 2, 1942

Testimony of W.S. Parish continued: (Page 4465)

Butyl rubber was the outgrowth of research conducted,
first cooperatively and then separately by the German
I.G. Co. and Standard in an effort to find a way to
vulcanize a rubber-like product called Vistex, which had
originated with the I.G. Co. Standard discovered that by
adding a minute percentage of another ingredient and changing
the process there could be produced a true rubber capable of
being vulcanized. The raw

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(Page 4466 of the original cont'd.)

materials for this product which we called butyl rubber were cheap, but it was difficult to make and its quality was bad. In 1938, soon after Standard had discovered this product, it reported it to the I.G. in the normal way pursuant to the research arrangement between the parties in the field of synthetic rubber produced from oil.

The allegation that the I.G. was at that time withholding technical information from Standard on German synthetic rubber and that Standard therefore should not have lived up to its own commitments is a double fallacy. It ignores both our obligations under the contract and the facts themselves. I.G. was at the same time supplying Standard with much desirable information on the production of raw materials for buna rubber. For instance, as late as December 1938 technical information was furnished by the I.G. representatives on the use of chlorination in preparing butadiene, and the chlorination process was shown to a Standard representative at the I.G.'s Ludwigshafen plant in March 1939. It is undoubtedly true that as the I.G. fell more and more under the control of the German Government - or perhaps as the German Government itself drew nearer to the war - there was an apparent reluctance to respond to further requests for information on these subjects. Yet as a matter of fact the outcome proved that we had even more knowledge at the time than we realized, and that our technical staff had the ability to fill in the gaps in the information more readily than we realized. The

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efforts of our technical staff showed that sufficient information for the erection of plants and the production of buna rubber was on hand in this country by 1939. Using the disclosures made in the patents themselves and such further information as was available by October of that year, we had the process ready for plant design by February 1940, at which time we proceeded immediately to construct such a plant, as I have stated above.

While the butyl rubber was recognized by us from the beginning to have commercial possibilities, it had no value to Germany's self-sufficiency program because the main raw material for the manufacture is isobutylene, which comes from oil refining and which is not available in Germany in the large quantities necessary. The same thing is true of Italy.

.....

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(Page 4479 of original)

Testimony of W.S. Farish continued.

Mr. HOWARD. There seems to have been an impression created, perhaps by accident, that the manufacture of butyl rubber has been a secret of some kind. Butyl rubber was discovered by us in 1937. The patent applications were filed in the United States in 1937, and during the year 1938 those patent applications were filed in every principal country in the world, as was necessary in order that we should preserve our rights in that product. Therefore, beginning with the year 1938, in which we have been accused of disclosing some kind of secret to the Nazis, every major country in the world had in its patent office the secret butyl formula that there has been so much foolish talk about in some of the papers. I wanted to make that statement to clear up that point.

Senator BURTON. Mr. Howard, may I inquire whether the butyl formula in and of itself is enough, or did you need something in addition to it?

(Page 4480 of original)

Mr. HOWARD. In addition to the formula, the directions for compounding are also included in the patent, Senator.

* * * * *

AFFIDAVIT.

I, Dr. Oscar LOEHR, residing in Leverkusen -I.G., Plant, Kaiser Wilhelm-Allee 3, German citizen, was duly warned that I make myself liable to punishment by rendering a false affidavit.

I declare in lieu of oath that my statement is true and was made to be presented before the Military Tribunal No. VI at the Palace of Justice in Saernberg , Germany.

In October 1923 I entered employment at the plant Uerdingen of the Chemische Fabriken , formerly Weiler - ter MEER (later IG Farbenindustrie Aktiengesellschaft) as a scientific chemist and worked for several years in scientific fields. Then I was working on patent matters and finally took over the direction of the patent-department of the Plant Uerdingen. In October 1929 I was sent to the USA for further training , where I continued at first to work for the IG Farbenindustrie in the field of patents and beginning spring 1930 I made myself familiar with business -practices and factory organisation of the General Aniline Works, Inc., New York. In October 1930 I returned to Germany and I was attached to Herr Dr. F. ter MEER as an assistant , in order to work for him especially in the detailed handling of America-matters. After Dr. ter MEER's transfer to Frankfurt/Main, I was by middle of 1933 transferred there also and took over as a deputy the direction of the Technical Central Office of the I.G. Farbenindustrie (Tech-Buro).

Here until 1940 I worked for Dr. ter MEER above all in matters concerning the manufacture abroad and license- and contract negotiations with foreign partners. From 1941-1945 I had in technical matters to take care of the interests of a number of subsidiary companies of the I.G. Farbenindustrie within Germany and abroad. In 1938 I was appointed a prokurist of the I.G. Farbenindustrie. From April 1938 until the outbreak of war in Europe I was director of the Trafford Chemical Company, Manchester, a dyestuff factory founded jointly by the Imperial Chemical Industries and the I.G. In September 1942 I was appointed to the Comité technique of Francolor, in order to substitute for Dr. H. HOYER, who was busy elsewhere, and to take his place during the period of his absence.

With the negotiations that led to the formation of Francolor I came in touch for the first time in autumn 1940, when Dr. ter MEER informed me of the state of the negotiations and assigned the task to me to draft those parts of the contract, to be concluded with the French firms, which were supposed to regulate the technical collaboration and the granting of licenses on inventions and patents. At this occasion Dr. ter MEER expounded to me at length his thoughts and intentions in regard to the French dye factories. These were :

a) to make technically and economically sound and efficient plants out of the factories of the Francolor by technical and organisational rationalisation measures according to the example set by the rationalisation carried out within the I.G.

b) to fill up gaps in the volume of production partly created by consolidations, with new productions from such fields as are technically related to the field of color, such as textile auxiliaries, gun-lacs, plastics, fungicides etc. .

c) to equip Francolor with all those rights to patents and know-how and technical experiences necessary for the obtainment of the aims mentioned under a) and b) .

These goals could only be achieved if on the part of the French the will to collaborate voluntarily and gladly would be aroused ; therefore the respective contract provisions must clearly underline the principles of a fair and balanced collaboration.

I have then suggested to Dr. ter MEER to use as a model for this collaboration and the respective contract provisions, as far as the technical side was concerned, a contract which had been concluded on 1 . April 1938 between the Imperial Chemical Industries and the I.G. in regard to the establishment of Trafford Chemical Co. (capital investment I.C.I. 51%, I.G. 49%). In this contract the question of technical collaboration and the acquisition of know-how and technical aid by the Trafford Chemical Co. had been particularly closely examined, and in lengthy negotiations a solution had been found recognised mutually as fair and paying due consideration to the interests of all participants.

Dr. ter MEER agreed immediately to my suggestion and accordingly the articles 16 and 17 especially of the Francolor contract of 18 November 1941 have been to a great extent adapted from the corresponding provisions of the aforementioned contract concerning the Trafford Chemical Co.

The actual collaboration in the technical field has indeed taken place along the principles established in the contract. Wherever the raw material situation and the technical conditions permitted it, the I.G. has generously given its aid to the French. From October 1942 to April 1944 I have taken part in five meetings of the Comité technique, all of which took place under the chairmanship of the chief executive (Generaldirector) of the Francolor Joseph PROSSARD. In these meetings the problems on hand were discussed candidly and in the spirit of mutual collaboration. Wherever possible the questions asked by the French were answered ^{and} there by German technicians, and where reference had to be made to records within the plants of the I.G. the answer was given later in writing. In all cases the guiding idea for the technicians of the I.G. was to render effective aid to the Francolor-plants, be it in the procurement of raw materials and repair materials, be it by improving the existing manufacture or by introduction of new products. In the latter respect new products especially in the field of textile auxiliaries and washable raw materials were made available to the Francolor, although the I.G. had started already before the outbreak of the European war to build itself in the vicinity of Rouen a factory of its own for textile auxiliaries and similar products. However the idea of this manufacture in a plant of its own was dropped in favor of the Francolor, in spite of the fact that individual interested persons of the I.G. did not like it.

Within the framework of collaboration with the I.G. the Francolor has in a number of cases used patents of the I.G. , without making license-payments for it , while on the other hand the I.G. neither used its right to take licenses on Francolor-patents; nor made use of any know-how of Francolor.

Apart from meetings of the Comité technique visits by technicians to the plants of both groups also served to realize the technical aid. A considerable number of French chemists and engineers was in the plants of the I.G. , in order to study there the technical problems currently interesting them, and on the part of the I.G. it was seen to it that they were given access to all installations that came into consideration. About September 1943 I received at Frankfurt/Main the visit of Messrs. CHATART and BONAME to discuss besides delivery questions certain problems of the manufacture of Kauritglue and gun-lacs. I drove with them to the Plant Ludwigs-hafen where the manufacturing plants concerned were situated; there the inspection of the factory installations by the French gentlemen was refused because according to the instructions available to the Security Officer this was not permissible. Through intervention with Dr. O. AMBROS I obtained access for the Messrs. CHATART and BONAME to the factory installation concerned, and I spent the whole day with

in order
then/to inspect thoroughly the respective installations and to discuss the questions on hand with the experts at Ludwigshafen. Thereby the visitors were instructed in the factory processes at Ludwigshafen which they desired to know up to minutest details, if necessary, detailed drawings of all equipment used in the fabrication were presented, so that the French technician received a complete picture of the manufacturing process/interesting then.

Within the Comité technique it was my particular task to take care that the Francolor should receive all these rawmaterials and intermediate products, which come from Germany. In order to maintain the color production of Francolor at a satisfactory level it was necessary to raise considerably the deliveries of organic intermediate products by the I.G. to the French factories, compared to prewar standards.

Although the production of the respective intermediate products within the I.G. - Plants run at a curtailed level due to a shortage of raw-materials and workers, and the available quantities could have been manufactured into color products in Germany without any difficulty, it was seen to it that the deliveries to the Francolor were carried out. The development of these deliveries can be seen from the following numbers:

Deliveries of dye/^{stuff}-intermediate - products to the
Francolor-Plants.

DOCUMENT BOOK 14 ter MEER
ter MEER-DOCUMENT No. 96

	<u>QUANTITY IN KILOGRAM.</u>	<u>VALUE IN RM</u>
1938	46 136	164 471
1939	47 279	181 031
1940	11 636	35 645
1942	185 809	677 970
1943	154 585	596 469

The above figures contain only such products as are exclusively manufactured into products of the color-field. Since the dyestuffs manufactured thus remained almost exclusively in France, the delivery of intermediate products by the I.G. was an extraordinarily important support of the color business of the Francolor, especially since there were among them in the years 1942 and 1943 a number of special intermediate products, which under normal conditions the I.G. did not make generally available for sale.

Apart from the aforementioned deliveries of intermediate products the I.G. has delivered to the Francolor a number of further raw materials and premanufactured goods; the amount of these deliveries cannot be stated at this time for lack of records.

All in all, the I.G. has rendered technical aid to the Francolor to an extent which otherwise is only granted to own factories.

Leverkusen, 31st January 1948

Sig. Oskar LOEHR
(Dr. Oskar LOEHR)

Certificate: The above signature of Herr Dr. Oskar LOEHR, residing in Leverkusen-I.G. Plant, Kaiser-Wilhelm-Allee 3,

DOCUMENT BOOK 14 ter MEER
ter MEER-DOCUMENT No. 96

was executed there before me on 31st January 1948 and
is, herewith , certified and attested by me.

Leverkusen, 31 January 1948

Sig.Dr. Hugo SCHRAMM
(Dr.Hugo SCHRAMM)

Defense Counsel in Case VI
before the Military Tribunal
in Nuernberg.

.....

The true and correct copy of above document is
certified .

Nuernberg, 7 February 1948

Sig.Karl BORNEMANN,
(Karl BORNEMANN)

Defense Counsel with Tribunal VI.

DOCUMENT BOOK ter MEER No. 14

ter MEER-DOCUMENT No. 77

Exh. No. 238

AFFIDAVIT.

I, Dr. Oskar LOEHR, residing Leverkusen- I.G. Plant, Kaiser-Wilhelm-Allee 3, German citizen, was duly warned that I make myself liable to punishment by rendering a false affidavit.

I declare in lieu of oath that my statement is true, rendered voluntarily and without duress in order to be presented before the Military Tribunal No. VI at the Palace of Justice Nuremberg, Germany.

In October 1923 I entered employment at the Plant Uerdingen with the Chemische Fabriken formerly Feiler-ter Meer (later I.G. Farbenindustrie Aktiengesellschaft) as a scientific chemist and worked for several years in scientific fields. Then I occupied myself with working on patent matters and finally took over direction of the patent-department of the Plant Uerdingen. In October 1929 I was sent to the USA for further training, where I continued to work for the I.G. Farbenindustrie at first in patent-matters and beginning spring 1930 I made myself familiar with business practices and factory organization at the General Aniline Works, Inc., New York. I returned to Germany in October 1930 and in Leverkusen was assigned to Dr. ter MEER as assistant, in order to work for him especially in ^{the} handling of American-matters. After Dr. ter MEER's transfer to Frankfurt/Main, I was transferred there too by middle of 1933 and took over as a deputy the direction of the Technical Central Office of I.G. Farbenindustrie (Tec-Office) - Here until 1940 I had above all to work for Dr. ter MEER on matters concerning manufacture abroad and license- and contract negotiations with foreign partners. From 1941- 1945 I had regarding technical interests to take care of a number of subsidiary companies of the I.G. in Germany and abroad. 1938 I was appointed prokurist of the I.G. Farbenindustrie. From April

(page - 1 - of original ,cont'd.)

1938 until the outbreak of war in Europe I was director of the Trafford Chemical Company, Manchester, adyastuff factory founded jointly by the Imperial Chemical Industries and I.G.

With the construction project Auschwitz I became acquainted through participation in Tec-meetings and occasional conferences within the Tec-Office. I myself never have been at Auschwitz and also did not have close personal contact with any member of the Plant Auschwitz.

Dr. E.A. STRUSS, the director of the Tec-Office has talked to me several times about the construction project Auschwitz and its progress. In this connection also the KZ Camp in Auschwitz and the employment of KZ-prisoners on the construction project Auschwitz were mentioned.

(page - 2 - of original)

Apart from remarks about the hard lot of the prisoners in general and about particularly regrettable individual fates, I remember that Dr. STRUSS, following a visit by an engineer of the Plant Auschwitz in 1944/^{or} early 1945, reported cremations of corpses, taking place at the Camp in Auschwitz. Because of the outbreak of a typhus epidemic the death cases had increased to a considerable extent, so that the cremation of corpses had to be carried out partly as an emergency measure. However I cannot remember to have ever heard prior to April 1945 that people were killed in Auschwitz through gas and then burned.

Sig. OL (for Oskar LOEHR)

I also do not remember that in the Tec-meetings in which I participated conditions and occurrences at concentration Camp Auschwitz were discussed.
Leverkusen, 21st January 1948

Sig. Oskar LOEHR

(Dr. Oskar LOEHR).

Certificate: The above signature of Dr. Oskar LOEHR, residing Leverkusen-I.G. Plant, Kaiser-Wilhelm-Allee 3 was here executed before me on 21 January 1948 and is, herewith, certified and attested by me.

Leverkusen, 21st January 1948

Sig. Christian H. TUERCK

(Dr. Christian H. TUERCK)
Defense Counsel Assistant with
the Military Tribunal VI Nuern-
berg.

AFFIDAVIT.

I, Peter LAMETH, residing in Leverkusen-Bayerwerk, Kaiser-Wilhelm-Allee 3, German citizen, was duly warned that I make myself liable to punishment by rendering a false affidavit.

I declare in lieu of oath that my statement is true, voluntary and was made without duress, in order to be presented in evidence before the Military Tribunal No. 6 in Nurnberg, Germany.

I entered employment with the Farbenfabriken formerly Friedrich BAYER & Co. Leverkusen (later I.G. Farbenindustrie Aktiengesellschaft) in 1903 and at last I was office manager in the office of the Technical Committee (Tec) of the I.G. Farbenindustrie Aktiengesellschaft in Frankfurt/Main.

With the construction project Auschwitz I came in contact insofar as I received incoming correspondence regarding money requests and possible reports on the progress of the project. I passed this correspondence on to Dr. STRUSS. After taking notice Dr. STRUSS returned the correspondence to me and I had it filed with the records of the Tec-Office by the registrar. The records of the construction-conferences were kept in the iron vault in the office of Herr Dr. STRUSS.

According to my memory Dr. STRUSS was in Auschwitz twice. After ^{my (?)} return he did not inform me of any details.

(page - 2 - of original)

of
of what was happening there, or/what he had heard there, I also know for sure that in the years 1942 or 1943 Dr. STRUSS has told me nothing of atrocities which occurred at Auschwitz , particularly that human beings were gassed there and burnt. If Dr. STRUSS had made such stirring reports to me, certainly I should have remembered them.

Dr. STRUSS was, at any rate in the years 1942/1943 very cautious and reserved regarding utterances that could have brought him into conflict with the National Socialist regime or party authorities. For this reason , I believe, he would not have made such reports to any third party about Auschwitz prior to the war's end. At any rate he did not talk to me before the autumn of 1945 about occurrences in the concentration Camp Auschwitz or in other concentration Camps.

Frankfurt, 25th February 1948

Sig. Peter LAMETH.

The above signature of Herr Peter LAMETH recognized by me, is, herewith, certified and attested by me.

Frankfurt/Main, 25 February 1948

Sig. Dr. BERNDT

Attorney at Law and Defense
Counsel at the I.G. Farben-Trial.

AFFIDAVIT.

I, Emil Josef BECKER, residing in Leverkusen-Bayerwerk, Friedr. Bayerstr. 9, German citizen, herewith declare, after having been duly warned that I make myself liable to punishment by rendering a false affidavit, and that my statements will be presented in evidence before the Military Tribunal No. 6 in Nuernberg, in lieu of oath voluntarily and without duress the following:

In October 1913 I entered employment with the Plant Leverkusen of the Farbenfabriken formerly Friedr. Bayer & Co. (later I.G. Farbenindustrie Aktiengesellschaft) as a commercial employee. From 1931 - 1945 I was employed with the Tec-Office in Frankfurt/Main.

Through this activity I often met the director of the Tec-Office Dr. E.A. STRUSS. During the war Dr. STRUSS never told me anything about occurrences at the concentration Camp Auschwitz. Especially did he not tell me that he had heard of atrocities and cremations in this concentration camp. About in July 1945 Dr. STRUSS mentioned for the first time on occasion of a conversation about concentration camps that he too had received knowledge of atrocities in the concentration Camp Auschwitz, for the first time in the late fall of 1944, when a gentleman of the Plant Auschwitz visited him in Frankfurt. This man stated at that ^{time} that atrocities were occurring that the crematorium was not sufficient to burn all the corpses, so that part of the corpses were burned in a large pile. The visitor from Auschwitz had further told him about the terrible stench which was caused at times in Auschwitz because of the burning of corpses. During the conversation which Dr. STRUSS had with me in July 1945, he emphasized particularly that prior to the late fall of 1944 he has had no knowledge of atrocities at the concentration Camp Auschwitz.

(Page - 1 - of original ,cont'd.)

FRANKFURT/Main, 25th February 1948.

Sig. Emil Jos. BECKER.

The above signature of Herr Emil Josef BECKER recognized by me, is, herewith, certified and attested by me.

Frankfurt/Main, 25 February 1948.

Sig. BERNDT.

Attorney at Law and Defense Counsellor
at the I.G. Farben-Trial.

DOCUMENT BOOK XIV FOR MOER

CERTIFICATE OF TRANSLATION

7 April 1948

We, Joseph E. Gosser, AGO No. B 397993, Adolph Lusthaus,
AGO No. B 398010, hereby certify that we are duly
appointed translators for the German and English
languages and that the above is a true and correct
translation of Document Book XIV for Moer.

Joseph E. Gosser
AGO No. B 397993

Adolph Lusthaus
AGO No. B 398010

Defense Case 6

Military Tribunal VI
Case VI

Supplement
to the Document Book XIV

for
Dr. Fritz ter MEER
submitted by the Defense Counsel Dr. Erich BERNDT

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- 99 Affidavit dated 27 March 1948 by the Prokurist 25
of the I.G., Julius ZIMMERMAN, concerning the
supply of sulphuric acid to the
German explosives industry in 1938.
- 100 Affidavit dated 30 March 1948 by Karl 26
HISSEICH, an employee of the Central
Office of the I.G. concerning the supplies
delivered by the I.G. to powder and
explosives factories in 1938.
- 97 Affidavit dated 30 March 1948 by Karl 26
HISSEICH, an employee of the Control
Office of the I.G. concerning the supplies
delivered by the I.G. to public authorities
in 1938.

- End -



guzel

A f f i d a v i t.

- 1) I, Julius ZIMMERMANN, domiciled at Frankfurt/Main - Heddernheim, Tiberiusstr. 8, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice at Nuernberg, Germany.
- 2) Until 1945 I held the position of Prokurist of the I.G. Farbenindustrie Aktiengesellschaft, Frankfurt/Main, Department B.
- 3) Based on documents available to me of the Reich Office (Reichsstelle) for Chemistry, the entire sale of sulphuric acid to the German explosives industry including technical nitro cellulose in 1938 amounted to 182 400 tons of 90%, of which the I.G. delivered less than half, approximately 80 - 85 000 tons. With an estimated average price of RM 60.- per ton, the value of the entire sulphuric acid supply to the explosives industry amounted to roughly RM 10 900 000.-, and accordingly, the estimated part of the I.G. to roughly RM 5 000 000.-.

signed: Julius ZIMMERMANN

Frankfurt/Main, 27 March 1948

I herewith certify that this is the signature of Herr Julius ZIMMERMANN, who has identified himself before me, Karl BERNEMANN.

signed: Karl BERNEMANN

Frankfurt/Main, 27 March 1948

Defense Counsel in Case VI
before the Military Tribunal
in Nuernberg

.....

I herewith certify that this is a true and correct copy of the above documents:

Nuernberg, 3 April 1948

signed: Dr. Erich BERNDT
Attorney-at-Law.

Affidavit.

I, Karl RISSERICH, domiciled at Frankfurt/Main, Weitzstrasse 12, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No.VI in the Palace of Justice at Nuremberg, Germany.

I have been working as employee of the I.G. Farbenindustrie Aktiengesellschaft since 1 January 1922 and am at present employed in the Control Office of the I.G. Farbenindustrie Aktiengesellschaft, in liquidation, at Frankfurt/Main, Mainzer Landstr. 28.

In this connection I should like to state the following:

The affidavit of Herr Walter HLOTZ, dated 19 March 1948, concerning supplies to explosives and other factories in 1938 is known to me. Besides the products of the sales department E. as listed in this statement, the I.G. Farbenindustrie Aktiengesellschaft delivered - as I have seen from the annual statistics - through the sales department V the following ^{products} powder and explosives factories in 1938:

Glycerin D - Diglycol, 4263 tons, RM 7 636 646.-.

The powder and explosives factories furthermore received 80 to 85 000 tons of sulphuric acid valued at roughly RM 5 000 000.- as stated by Herr Julius ZIMMERMAN in his affidavit dated 27 March 1948. Accurate records of this are not available, because these supplies to the above mentioned factories were not separately listed, but were included in the entire turnover of sulphuric acid. Sulphuric acid is used for various purposes, mostly connected with peace-time production.

In the affidavits of Herr FLOTTO dated 19 March 1948 and Herr ZIMMERMANN dated 27 March 1948 as well as in this affidavit are included all supplies known to me of the I.G. Farbenindustrie Aktiengesellschaft to powder and explosives factories in 1938. It might be that there are unimportant omissions which are however quite immaterial in regard to the figures given.

The supplies to the explosives and powder factories were made regardless of whether they were needed for civilian or military purposes. I do not know and I do not have any record as to what proportion of the supplies were used by the above mentioned factories for work in each of those categories.

Frankfurt/Main, 30 March 1948

signed: Karl HISSERICH

DOCUMENT THE MERS No.100
Exhibit No.....

I herewith certify that this is the signature of Herr Karl
HISSEICH who has identified himself before me, Karl BOEHMANN,
Frankfurt/Main, 30 March 1948

signed: Karl BOEHMANN

Defense Counsel in Case VI
before the Military Tribunal at
Munich

A f f i d a v i t.

I, Karl HISSERICH, domiciled at Frankfurt/Main, Waltestrasse 12, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice at Nuernberg, Germany.

I have been working as employee of the I.G. Farbenindustrie Aktiengesellschaft since 1 January 1922 and am at present employed in the Control Office of the I.G. Farbenindustrie Aktiengesellschaft, in liquidation, at Frankfurt/Main, Mainzer Landstr. 28.

In this connection I should like to state the following:

According to records available to me the I.G. Farbenindustrie Aktiengesellschaft delivered in 1938 to public authorities the following products:

	tons		RM
1) Chloride of lime	547	RM	71 136.-
2) Losantin (quantity in tons not known, delivery was made in various forms (powder and tablets)	-	RM	1 349 592.-
3) Oxygen containers	-	RM	2 064.-
4) FS solution	112	RM	10 491.-
5) Thionyl chloride	21	RM	14 472.-
6) Yellow phosphorus	15	RM	22 396.-
7) Tracing powder (Spuerpulver)	429	RM	155 375.-
8) Triglycol	628	RM	772 631.-
9) Boiling bath liquid	213	RM	317 001.-
10) Brake fluid	161	RM	153 715.-
11) Glycol	578	RM	850 234.-
12) Glysantin	6	RM	12 827.-
		RM	3 732 097.-

The products listed under 1 - 7 served for the defense against
gas and air attacks.

Triglycol (number 8) was the basic product for the
manufacture of the bathing bath liquid and brake fluid
(numbers 9/10). The first is used as glycerine substitute,
in large kitchens and field kitchens in order to

avoid the burning of the food. Brake fluid (number 10) is used in order to arrest the barrel recoil in guns. Glycol and Glypantin (number 11 and 12) are anti-freeze agents, mostly used for cars and planes.

Frankfurt/Main, 30 March 1948

signed: Karl HISSERICH

I herewith certify, that this is the signature of Herr Karl HISSERICH who has identified himself before me, Karl BOHNEMANN.

signed: Karl BOHNEMANN

Defense Counsel in Case VI
before the Military Tribunal at

Frankfurt/Main, 30 March 1948

Munich.

CERTIFICATE OF TRANSLATION

28 April 1948

I, Brigitte TUXE, WFO No. 35130, hereby certify, that I am
a duly appointed translator for the German and English languages
and that the above is a true and correct translation of the
Supplement to Book 14 ter MEER.

Brigitte TUXE
WFO No. 35130

Defense
Case 6

Document Book XIV ter 1223
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Military Tribunal VI
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Submitted by the defense counsels Dr. Erich ~~BRONDI~~
Carl ~~BRONDI~~

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159	Affidavit by Frank A. STAFF, New York, dated 9 April 1949, concerning his collaboration with Dr. ter 122 under the Jassco Agreement "Specifically, affiant declares that, to the best of his knowledge and belief Dr. ter 122 sought on behalf of I.G. to fulfill all legal obligations under the Jassco Agreement up to the outbreak of the war, and that he was always fair and reasonable in his interpretation of the obligations of the parties under said agreement." Cf. also Gustafson Document No. 312; Exhibit 129, Gustafson Book No. 5	30
150	Affidavit by Dr. Gaker LOEB dated 19 April 1948 concerning T-4550000. 1. Production. 2. Deliveries to Germany. 3. Number of workers employed.	36
153	Affidavit by Dr. Rudolf STILL , Inglewood, New Jersey, dated 2 February 1948, concerning Dr. ter 122's disapproval of national socialism.	37



Engel

April 13, 1948

AIR MAIL

To:
Dr. Erich LEBE, Rechtsanwalt und Notar
Frankfurt/a. M. U.S. Zone houses
Steinlestr. 11

Send via
GERMAN Defense Center
Secretary General's Office
A.P.C. 595 A
Postmaster, New York

Dear Sir:

As requested in your letter postmarked
March 18, 1948, I am enclosing the affidavit which you
asked Frank A. CLARK to supply in regard to
Dr. Fritz ter LEB.

Very truly yours,

W. F. CLARK

W. F. CLARK

WFC: JTG
encl.

1 cc: regular mail
1 cc: direct to Dr. LEBE

(page 2 of original)

AFFIDAVIT OF FRANK A. HOWARD

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

Frank A. HOWARD, being duly sworn, deposes and says:

I, Frank A. HOWARD, after having first been warned that I am liable to punishment for making false statements, state herewith under oath and of my own free will the following, being aware of the fact that my statements are to be submitted to the Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

I am a native citizen of the United States now residing at 920 Fifth Avenue, New York 22, New York.

I have been requested to furnish this affidavit by a letter from Rechtsanwalt Dr. Erich SEEDT of Bern, Switzerland; true copy of which letter is annexed hereto and made a part hereof.

Wherever the term "Standard" is used it refers to Standard Oil Company (N.J.) and wherever the term "I.G." is used it refers to I.G. Farbenindustrie, A.G.

The general statements which affiant made in his affidavit of February 2, 1948 regarding the cooperation of I.G. executives, and in particular Dr. KRAUCH, Dr. Von KNIERIM, Dr. BUEHFISCH and Dr. SCHMITZ, with Standard in the mineral oil field

(page 2 of original cont'd)

apply equally to Dr. ter MEER's cooperation under the Jasco Agreement. The facts recited by Dr. REHNDE in his letter, to the best of affiant's knowledge and belief accurately state why Dr. ter MEER was not mentioned in affiant's earlier affidavit.

Specifically, affiant declares that, to the best of his knowledge and belief, Dr. ter MEER sought on behalf of I.G. to fulfill all legal obligations under the Jasco agreement up to the outbreak of the

(page 3 of original)

war, and that he was always fair and reasonable in his interpretation of the obligations of the parties under said agreement.

s/s Frank A. HOWARD
Frank A. HOWARD

Sworn and subscribed to before me LS. ROSAMOND F. JONES
this 9th day of April, 1948.
NOTARY
PUBLIC
KINGS COUNTY NY

s/s Rosamond F. JONES

Stamp: ROSAMOND F. JONES
Notary Public in the State of New York
Qualified in Kings County
Kings Co Clk's No. 46, Reg. No. 61-J-0
Commission Expires March 30, 1950

Document Book XIV ter MEER
ter MEER Document No. 159
Exh. No.

COPI

Dr. Erich BERNDT
Rechtsanwalt

s.St. Bern (Switzerland)
Bollwerke 19

Mr. Frank HOWARD
c/o Standard Oil Co.
30 Rockefeller Plaza

(Updated - postmarked
3-15-48)

New York

Dear Sir,

I, the undersigned Rechtsanwalt Dr. Erich BERNDT, have been appointed chief defense counsel for the defendant Dr. Fritz ter MEER. I am addressing you therefore in his name.

On November 25, 1947, Rechtsanwalt Dr. Konrad BONTTCHER wrote to you a letter in the name of his client, Prof. Dr. Karl KRAUCH, as well as on behalf of and for defense counsel for the defendants Dr. HUMMELISCH, Dr. von KNIERIM and Dr. SCHMITZ. By this letter you were requested to prepare an affidavit by which you stated certain details concerning the execution of the contract between Standard Oil (N.J.) and I.G. on the mineral oil field.

In this letter no question has been asked concerning the execution of the Jasco Agreement with reference to the June filled and for that reason the name of my client, Dr. Fritz ter MEER, has not been mentioned in Dr. BONTTCHER's letter of November 25, 1947.

I did not think at that time, that a similar confirmation with respect to the attitude of my client, Dr. ter MEER, was necessary because Dr. PILCKMANN, chief defense counsel for Dr. von KNIERIM, had

(page 4 of original, cont'd)

written to you at about the same time asking you for an affidavit by which you certify that the contents of your book "Buna Rubber" are based on facts. This affidavit has arrived in the meantime and I beg to thank you very much for your kindness also on behalf of Dr. ter MEER.

After receipt of your affidavit of February 2, 1948, concerning the mineral oil field and the four defendants KRAUCH, von KNIRSEM, BUSTEFISCH, and SCHWITZ, a somewhat peculiar situation has arisen with respect to my client Dr. ter MEER. You mention in your affidavit of February 2, 1948 the unforeseen situation which arose in connection with Buna rubber and refer to it on page 1, 4, and 6. The Tribunal may not be aware of the exact circumstances owing to which the name of my client Dr. ter MEER has not been included in this affidavit and may come to the conclusion that this has been done intentionally.

(page 5 of the original)

May I therefore ask whether you are willing to state briefly in an additional affidavit the before mentioned facts and to confirm that also my client sought to fulfill all legal obligations under the JASCO agreement up to the outbreak of the war and that he too always evinced a desire to be fair and reasonable in the interpretation of such obligations. In the affirmative I would be much obliged to you if

Document Book XIV ter MEEH
ter MEEH No. 159
Exh. No.

(page 5 of original, cont'd)

you would forward a corresponding affidavit — which would have to
be written in the prescribed form — to my German address, if possible
by air mail:

Dr. Erich BEHNKE, Rechtsanwalt und Notar, Frankfurt/M., US Zone Hessen
Steinlestr. 11.

In case you do not see fit to sign an affidavit in the sense I asked for
I would be obliged, if you would inform me briefly without giving
any further comment to the matter.

Thanking you in advance for your kind help, I am

Yours very sincerely,

e/s BEHNKE

Affidavit

I, Dr. Oskar LOHR, residing at Leverkusen-Bayerwerk, Kaiser-Wilhelm Allee 3, a German national, have been duly warned that I shall render myself liable to punishment if I make false statements. I declare under oath that my statements are true and were made voluntarily and under no duress for submission as evidence to Military Tribunal No. VI in the Palace of Justice, Duernberg, Germany.

1) The following was the total output in tons of all the French factories comprising the Francolor:

	1938	1941	1942	1943
Dyes	12233	4674	4487	3868
Textile substitutes	382	270	404	1969
by-products	34608	17053	18036	22303
Synthetic tanning materials	48	212	365	524
Vulcanizing agents	625	206	358	1136
Plastics, synthetic resin, glue	2551	2908	3856	4211

2) Francolor deliveries to Germany amounted to

1942	1943
3510 t.	6184 t.

Percentage of total output:

13% 18%

3) The number of workers employed in all four factories of the Francolor was:

1938	4248
1941	3484
1942	3343
1943	2986
1944	3097

Leverkusen, 19 April 1948.

(signed) Oskar LOHR.
(Dr. Oskar LOHR)

Attestation: I hereby attest and witness the above signature given here in my presence on 19 April 1948 by Dr. Oskar LOHR, personally known to me, resident at Leverkusen-Bayerwerk, Kaiser-Wilhelm Allee.

Leverkusen, 19 April 1948. (signed) Dr. Hugo SCHRAMM
(Dr. Hugo SCHRAMM)
Attorney-at-Law and Defense Counsel.

AFFIDAVIT

I, Dr. Rudolf HUSE, resident at Englewood, New Jersey, an American citizen, have been duly warned that I shall render myself liable to punishment if I make a false statement. I declare under oath that my statements are true and were made voluntarily, under no duress, in order to be submitted as evidence to Military Tribunal No. VI at Nurnberg.

I became acquainted with Dr. Fritz ter BER in 1926, when he was sent to the United States of America by IG in order to speed up the construction of the dyeworks of the Grasselli Dyestuff Corporation, later to become General Aniline Works, New York, and to put the factory on a paying basis. At that time the firm was in an unfavorable financial position and was operating on a constant deficit. The large-scale extensions carried out during the years 1926 to 1929 under the direction of Dr. ter BER proved to be wholly successful, so that after a few years the firm was making regular profits and was able to develop in a very satisfactory manner. Through the good offices of Dr. ter BER proficient analytical chemists and engineers were secured by the firm, whose work produced excellent results. Nearly all these German gentlemen became American citizens and remained in the U.S.A.

As a result of his work in the United States, Dr. ter BER earned the reputation of generous, upright and personally incorruptible industrialist, not only

(Page 2 of original)

in the above-mentioned firm, but also in many American chemical corporations. As far as I can recall, there existed ties with Dupont, Hercules Powder, both of Wilmington, DE & PA, Philadelphia, Dow Chemical Co., Midland, Mich., Standard Oil of New Jersey and others. Dr. ter LEE also had good business connections in the rubber industry.

I also know Dr. ter LEE personally, since he was a frequent guest in my home and I often met him during vacation and business trips in Germany. Our friendly relations continued uninterruptedly from 1926 to 1938, that is to say, during just that period when national socialism took hold of Germany. I know, from various conversations with Dr. ter LEE, that his attitude toward the Party was quite indifferent, and that he especially disapproved of the excesses of the Party, such as the persecution of the Jews and of persons of mixed ancestry, interference in religious questions, suppression of public opinion, and so on. Thus, for instance, the General Aniline Works engaged at his request (about 1935) the outstanding Jewish chemist Dr. WILHELM, of Ludwigshafen, who moved to the United States with his family. The firm also supported Dr. WILZINGER, who was doing research in the field of dyes and who had to leave the German university of Bonn as a result of Nazi excesses and who wanted to enroll in New York. (He later went to Zurich.)

(Page 3 of original)

Dr. ter III certainly was not one of those Germans who wanted to see his country strengthened by means of military conflict.

New York, 2 February 1948, (signed) Dr. Rudolf HUBER.

L. S.

SEYMOUR ROSENBERG
ATTORNEY
AND
COUNSELLOR AT LAW
QUEENS County, N.Y.

Sworn and subscribed to before me on 2 February
1948 in New York, by Dr. Rudolf HUBER of Englewood,
New Jersey, 292 Maple Street.

(signed) SEYMOUR ROSENBERG
Attorney & Counsellor-at-Law
250 Park Ave., New York 17
Queens County Clerk's No. 106
New York County Clerk's No. 76
Commission expires 20 March 1948

L. S.

SEYMOUR ROSENBERG
ATTORNEY
AND
COUNSELLOR
AT
LAW
QUEENS COUNTY N.Y.

Document Book IV ter 1113
ter 1113 Document No.
Exhibit No.

CERTIFICATE OF TRANSLATION

7 Jan 1948

I, Cathleen STONE, Civ. No. 20140, hereby certify that I am a duly
appointed translator for the German and English languages and that the
above is a true and correct translation of the document Book IV ter 1113

.....
Cathleen STONE
Civ. No. 20140

CASE 6
TRIBUNAL VI

DEFENSE
TER MEER

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Dpl # 47 Arch # 138

ENGLISH



DOCUMENT BOOK ter MEER No. 14

ter MEER-DOCUMENT No. 77

Exh. No. 238

AFFIDAVIT.

I, Dr. Oskar LOEHR, residing Leverkusen- I.G. Plant, Kaiser-Wilhelm-Allee 3, German citizen, was duly warned that I make myself liable to punishment by rendering a false affidavit.

I declare in lieu of oath that my statement is true, rendered voluntary and without duress in order to be presented before the Military Tribunal No. VI at the Palace of Justice Nurnberg, Germany.

In October 1923 I entered employment at the Plant Uerdingen with the Chemische Fabriken formerly Weiler-ter Meer (later I.G. Farbenindustrie Aktiengesellschaft) as a scientific chemist and worked for several years in scientific fields. Then I occupied myself with working on patent matters and finally took over direction of the patent-department of the Plant Uerdingen. In October 1929 I was sent to the USA for further training, where I continued to work for the I.G. Farbenindustrie at first in patent-matters and beginning spring 1930 I made myself familiar with business practices and factory organization at the General Aniline Works, Inc., New York. I returned to Germany in October 1930 and in Leverkusen was assigned to Dr. ter MEER as assistant, in order to work for him especially in ^{the} handling of American-matters. After Dr. ter MEER's transfer to Frankfurt/Main, I was transferred there too by middle of 1933 and took over as a deputy the direction of the Technical Central Office of I.G. Farbenindustrie (Tec-Office) - Here until 1940 I had above all to work for Dr. ter MEER on matters concerning manufacture abroad and license- and contract negotiations with foreign partners. From 1941- 1945 I had regarding technical interests to take care of a number of subsidiary companies of the I.G. in Germany and abroad. 1938 I was appointed prokurist of the I.G. Farbenindustrie. From April



(page - 1 - of original ,cont'd.)

1938 until the outbreak of war in Europe I was director of the Trafford Chemical Company, Manchester, dyestuff factory founded jointly by the Imperial Chemical Industries and I.G.

With the construction project Auschwitz I became acquainted through participation in Tec-meetings and occasional conferences within the Tec-Office. I myself never have been at Auschwitz and also did not have close personal contact with any member of the Plant Auschwitz.

Dr. E.A. STRUSS, the director of the Tec-Office has talked to me several times about the construction project Auschwitz and its progress. In this connection also the KZ Camp in Auschwitz and the employment of KZ-prisoners on the construction project Auschwitz were mentioned.

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Case 6
Defense

TRIBUNAL VI

Case VI

DOCUMENT BOOK I

for

Dr. Heinrich Oster

Submitted by
Defense Counsel

HELMUTH REULE
Attorney-at-law

Tung



Table of Contents for Document Book I
for Dr. Heinrich OSTER, Case VI.

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2		Excerpt from the examination report of the finance office, Friedrichstadt, Berlin SW 11, dated 30 September 1942 referring to: Capitalization Business Managers Sales Personnel of the Stickstoff-Syndikat GmbH.	3-7
3		Affidavit of several managers of the German nitrogen industry concerning the person and business activities of Dr. OSTER.	8-10
4		Affidavit of Georg S e h i k o r a, former employee of the Stickstoff Syndikat, dated 26 Feb. 1948, con- cerning the person of Dr. OSTER and his political thinking as plant manager of the Stickstoff-Syndikat.	11-13
5		Affidavit of Dr. Ernst B e n n, dated 4 March 1948, former chief of the Baden Department of the I.G. Farbenindustrie A.G. concerning the person and political attitude of Dr. Heinrich OSTER.	14-17
5 A		Affidavit of Otto W e h l, dated 12 March 1948, former director of the Stickstoff-Syndikat, concerning the person and political attitude of Dr. OSTER.	17a-b
6		Affidavit of Dr. Hans R o e t g e r, dated 26 February 1948, former employee of the I.G. Farbenindustrie A.G., con- cerning the person of Dr. OSTER and his political attitude in the Stickstoff- Syndikat.	18-19

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7	Affidavit of Dr. Walter S c h m i d t, attorney-at-law, dated 21 Jan 1948, concerning the person of Dr. OSTER and his attitude toward persecutees of the Nazi regime.	20-22
8	Affidavit of Konrad F r a n k e, dated 20 Jan 1948. Franks was an employee of the Stickstoff-Syndikat and a member of the confidential council (Vertrauensrat) of the employees of this firm. He testified that Dr. Oster openly indicated to the members of the confidential council (Vertrauensrat) the difficulties that had been incurred for the negotiations of the nitrogen interests abroad through the National Socialist ideology. He further reports about the opposing views held by Dr. OSTER toward the Jewish problem, and his intervention on behalf of Jews working in the Stickstoff-Syndikat.	23-25
9	Affidavit of Hans S c h m i t z, dated 20 Feb 1948, former employee of the Stickstoff-Syndikat. Schmitz reports about the loyal attitude toward the employees of the Stickstoff-Syndikat who were anti-Nazi or who were of Jewish descent.	26-27
10	Affidavit of Fritz W e r t h e r, dated 17 Nov 1947, former employee of the Stickstoff-Syndikat. Werther states that at the suggestion of the confidential council (Vertrauensrat) Dr. OSTER was enjoined to become a member of the NSDAP. Werther further reports about Dr. OSTER's political views when he was plant manager of the Stickstoff-Syndikat.	28-29
11	Affidavit of Dr. Peter A s s m a n n, dated 18 Feb 1948, former employee of the Stickstoff-Syndikat. Dr. Assmann reports about the attitude which Dr. Oster held with respect to political and social matters when he was director of the Stickstoff-Syndikat, and his views concerning National Socialism and the party.	30-32

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12		Affidavit of Eduard H i n z e, dated 8 March 1948, former employee of the Stickstoff-Syndikat. He reports about the assistance which Dr. Oster gave his family at the time he was in Gestapo custody,	33-34
13		Affidavit of Dr. Adolf S c h u e l e, dated 16 Feb 1948, former employee of the Stickstoff-Syndikat, now business manager of the Industrial and Commercial Chamber in Mannheim. Dr. Schuele confirms the fact that Dr. OSTER did not induce the employees of the Stickstoff-Syndikat to join the NSDAP.	35-36
14		Affidavit of Friedrich Carl M u e l l e r, Member of the Vorstand of the Ruetgerswerke A.G. The Ruetgerswerke was a member of the Stickstoff-Syndikat. Dr. Mueller testifies to the manner in which Dr. OSTER conducted the business affairs of the Stickstoff-Syndikat. He explains: notwithstanding the powerful influence of the I.G. Farben, Dr. OSTER never utilized this position of power to the advantage of his firm, but stood up consistently for the interests of the small nitrogen producers as well. "Therefore, Dr. OSTER always enjoyed the complete confidence of all members of the Syndikat".	37-39
15		Affidavit of Dr. Heinz S a n d e r, dated 5 Feb 1948, former legal adviser of the Stickstoff-Syndikat. Dr. Sander describes the conduct of Dr. OSTER towards the members of the Stickstoff-Syndikat. He reports: "Dr. OSTER always knew how to bring about a friendly understanding". He testifies that Dr. OSTER enjoyed the full confidence of the members of the Stickstoff-Syndikat.	40-41
16		Affidavit of Dr. Gustav P i s t o r, dated 9 Feb 1948, former member of the Vorstand of the I.G. Farbenindustrie A.G. Dr. Pistor describes the position and sphere of duties of the various I.G. Vorstand members during his term of office. He states that the various Vorstand members possessed special knowledge and that they were unfamiliar with the other fields. For that reason the	42-46

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various Vorstand members were responsible only for their particular field. He emphasizes that an important characteristic of the I.G. Farben was strong decentralization and that the individual had to have and did have the confidence necessary for the normal discharge of the spheres of duties by his colleagues.

- | | | |
|----|---|-------|
| 17 | Affidavit of Dr. Kurt K r u e g e r, dated 11 March 1948, former director of the I.G. Farbenindustrie AG and assumed successor of Dr. OSTER as business manager of the Stickstoff-Syndikat. Dr. Krueger testifies that it was not intended to accept him as successor to Dr. OSTER into the I.G. Vorstand. The reason for this, as explained to him, was that the roll played by the nitrogen sales within the entire complex of I.G. business was not important enough to justify representation in the I.G. Vorstand. | 47 |
| 18 | Affidavit of Dr. Kurt K r u e g e r, dated 14 Dec 1947, former director of the I.G. Farbenindustrie AG, and member of the Commercial Committee of I.G. Dr. Krueger reports about the importance of the Commercial Committee and the weight carried by the various members of this committee; Dr. Krueger explains that Dr. Oster held a special position in the Commercial Committee because he was in charge of an independent firm, Stickstoff-Syndikat GmbH, and not a sales combine of the I.G. "Therefore, he could not feel himself even morally bound to the views of the Commercial Committee". | 48-49 |
| 19 | Affidavit of Dr. Ernst B e n n, dated 20 March 1948. Affiant describes the sphere of activity of Dr. OSTER in the Stickstoff-Syndikat and I.G. | 50-51 |
| 20 | Affidavit of Otto W a h l, dated 12 March 1948, former director of the Stickstoff-Syndikat. Affiant describes Dr. OSTER'S tendency to conduct the Stickstoff-Syndikat affairs neutrally and without any influence of I.G. | 52 |

Doc. No.	Exh. No.	C o n t e n t s	Page
21		Affidavit of Fritz W e r t h e r, dated 5 Febr 1948, former chief of the Personnel Department of the Stickstoff-Syndikat. Fritz Werther confirms the fact that he was not informed by Dr. OSTER of the decision of the Commercial Committee to demand of all employees traveling abroad that they submit a declaration of loyalty to National Socialism, and that such a regulation was never effected in the Stickstoff-Syndikat.	53-54
22		Affidavit of Dr. Fritz E h r m a n n, dated 12 Feb 1948, formerly one of the directors of the Economic Group Chemical Industry. The affiant reports about the organization of the technical groups and departments subordinate to the Economic Group, and explains that the directors of these sub-departments for the most part were men who worked in the chemical industry and occupied such positions in an honorary capacity. He further states that the direction of production in the nitrogen field lay within the jurisdiction of various ministries and that the Stickstoff-Syndikat simply held "the position of a mailman and a statistical office" for the aforementioned state offices. In conclusion he states that within the organization of industrial economy Dr. OSTER held a position of very little significance.	55-57
24		Affidavit of Rudolf H a n s e r, dated 15 March 1948, former business manager of the Stickstoff-Syndikat. Affiant reports about the orders received from the IMPERIAL CHEMICAL INDUSTRIES, LONDON (ICI) for ammonia nitrate for stock-piling in the event of war.	60-61
25 29		Affidavit of Egon B e c k e r, dated 2 Feb 1948, former legal advisor of the Stickstoff-Syndikat. Becker states that Dr. OSTER paid the compensation, which was owed to the Belgian nitrogen plant Reaselt-Leval, and which according to agreement was to be paid in installments by 1943, already before the outbreak of war.	62-63

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25		Affidavit of Rudolf H a n s e r, dated 15 March 1948, former business manager of the Stickstoff-Syndikat concerning the importance of the counter-intelligence agent of the Stickstoff-Syndikat, mobilization plans, and the relationship of the Stickstoff-Syndikat to the Counter-Intelligence Office W (Vermittlungsstelle W)	64-65
26		Affidavit of Otto K u r r e r, dated 15 Dec 1947, former employee of the Stickstoff-Syndikat, who prior to the war was employed with the INTERNATIONAL NITROGEN ASSOCIATION, LONDON, which was in charge of Dr. Walter JACOBI, Kurrer, who was drafted into the High Command of the Wehrmacht (OKW), Counter Intelligence Division, states: "Before 1 February 1940, I had no connections with any Wehrmacht offices dealing with counter-intelligence matters, or with any such similar offices of the NSDAP."	66-68
27		Affidavit of Frau Ruth VOGTENBERGER, dated 16 Jan 1948, former employee of the Stickstoff-Syndikat. Frau Vogtenberger states regarding Otto KURRER, that he came into contact for the first time during the war with the Counter-Intelligence organization of the Wehrmacht.	69-70
28		Affidavit of Dr. Franz A b l g r i m m, dated 20 Jan 1948, director of the Agricultural Department of the Stickstoff-Syndikat. Dr. Ablgrimm reports about his trip to South America in 1936/37, which he took at the instigation of the Stickstoff-Syndikat and in the interests of the CONVENTION DE L'INDUSTRIE DE L'AZOTE (CIA) for the purpose of investigating the agricultural development of the various countries. He explains that he met Dr. ILGNER on this trip quite by chance and that his trip was for quite different reasons.	71-72

VI
- END -

Order for making corrections filed after
this page.

UNITED STATES MILITARY TRIBUNAL VI
SITTING IN THE PALACE OF JUSTICE, NUREMBERG, GERMANY
22 JULY 1948

THE UNITED STATES OF AMERICA :

-VS.- :

CARL KRAUCH, et al., :

Defendants. :

Case No. 6

ORDER

The Prosecution and the Defense have joined in a joint motion to make certain corrections in the official mimeographed copies of the English document books of the Defendants Hoerlein, von Knieriem, Gattineau, Oster and Buerger, and in Defense Document Book DEUESCH I, which said motion is in the nature of a stipulation and is dated 9 July 1948.

The Tribunal hereby approves said stipulation and the corrections contained therein are ordered to be made.

s/ CURTIS G. SHANK
Presiding Judge

s/ PAUL M. ROBERT
Judge

s/ JAMES MORRIS
Judge

Dated this 22nd day of July 1948

Certified true copy

Barbara Skinner Mandelbaum
Barbara Skinner Mandelbaum
Chief, Court Archives



Affidavit

I, Dr. Ernst BENN, Ludwigshafen am Rhein, Hohenzollernstrasse 80, have been duly advised that I shall render myself liable to punishment by making a false affidavit. I herewith declare on oath that my statement is true and was made in order to be submitted as evidence to Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

In consequence of my many years of service as a member of the staff, and later as Chief of the Badamson Department of the I.G. Verbindungsstelle (Liaison Office) attached to the Nitrogen Syndicate, I have detailed knowledge of the organization of the Nitrogen Syndicate. I am therefore able to state that the two diagrams appended to this document, showing the organization of the Nitrogen Syndicate, are correct.

Page 1) shows the ^{set up} ~~financial breakdown~~ of the Nitrogen Syndicate, indicating the proportion of shares held by the various partners, in so far as fertilizers are concerned. The structure of the "Technical Syndicate" did not differ radically from that of the Nitrogen Syndicate. The only difference was in the interests of individual partners, and the larger number of shareholders holding interests in accordance with special agreements. I have appended my signature to the two diagrams, in order to signify my recognition of their correctness.

Ludwigshafen, 23 March 1948

Signed: Dr. Ernst Benn

I herewith certify the authenticity of the above signature appended in my presence by Dr. Ernst BENN, living at Ludwigshafen am Rhein, Hohenzollernstrasse 80, and known to me to be the person making the above affidavit.

Ludwigshafen, 23 March 1948

Dr. Kurt Hartmann
Assistant Defense Counsel

2 Enclosures

I herewith certify that the above is a true and correct copy of the original document.

Nuernberg, 2 April 1948.

Signed: Helmut Henze
Attorney-at-Law

Oster Dec. No. 1

CERTIFICATE OF TRANSLATION

5 April 1948

I, Beryl C. HESTICK, ETO No. 20183, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document Oster No. 1.

Beryl C. HESTICK
No. 20183

Chart of the organization of the

STICKSTOFF-SYNDIKAT G.m.b.H. BERLIN

~~(to be submitted later)~~

never distributed

Page 3 of original

Excerpt from

"Survey report of Stickstoff-Syndikat G.m.b.H.
of 30 September 1942;

with reference to the plant survey conducted
by the Finance Office Friedrichstadt, Berlin
SW 11.

Page 3 of the original

Tz.2 Capitalisation of the G.m.b.H.: 247, 200 RM

Members of the Stickstoff-Syndikat	Share in Capital Stock of the GmbH. Status as of 30.6.40 RM	Sales Quotas of the Member Status as of 11.7.1940 Net Tons
1. I.G.Farbenindustrie Aktiengesellschaft Frankfurt/Main (FA.Ffm-StockExchange)	153.400	774,188
2. Aktiengesellschaft für Stickstoffdünger, Cologne/Rhine, Georgsplatz 14	1.300	23,027
3. Deutsche Ammoniak-Verkaufs- Vereinigung (DAVV) GmbH. Bochum/Westphalia, Wittenerstrasse 45	36.900	(132,253 (132,140 (+)
4. Bayerische Stickstoffwerke Aktiengesellschaft, Berlin- Schoeneberg, Hufsteinerstr. 69	20.800	46.246
5. Sueddeutsche Kalkstickstoff- werke Aktiengesellschaft, Trostberg/Upper Bavaria (Formerly Bayr.Kraftwerke A.G.)	20.400	44.163
6. Industrial Association incl. Deutsche Gaswerke, Gaskoks- syndikat, Aktiengesellschaft Berlin W 30, Geisbergstr. 3-4	2,200	19,245
7. Schering Aktiengesellschaft Berlin W 8, Friedrichstr. 82	2,700	15,098

Page 3 of original cont'd

S Members of the Stickstoff-Syndikat	Share in Capital Stock of the GmbH Status as of 30. 6. 40 RM	Sales Quotas of the Member Status as of 11.7. 1940 Net Tons
8. Bergbau-Aktiengesell- schaft Ewald Koenig Ludig Hertin in West- phalia	3,000	32,702
9. Lonza-Werke Elektrochemische Fabriken GmbH, Weil/Rhine	500	14,533
10. Graeflich Schaffgotsch' sche Werke GmbH. Gleiwitz	500	(1,993 (2,948

DOCUMENT BOOK I, - OSTER

DOCUMENT No. 2

Page 4 of original

Members of the Stickstoff- Syndikat	Share in Capital Stock of the GmbH Status as of 30 June 1940 RM	Sales Quotas of the Members Status as of 11 July 1940 Net Tons
11. Gewerkschaft Victor Stickstoff-Werke, Castrop-Rauxel	500.-	53.430
12. Kloeckner-Werke Aktiengesellschaft, Duisburg	500.-	5.591
13. Dessauer Werke fuer Zucker und Chemische Industrie Aktien- gesellschaft, Dessau	500.-	- .400
Total	243,200.-	1,297,963

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Carried Over	243,200.-	1,297,963
14. Kokerei-Vereinigung GmbH. Berlin NW 7, Neustadt-Kirchstrasse 15	500.-	5,684
15. Deutsche Erdoel Aktien- gesellschaft, Schmelzer Rositz Berlin-Schoeneberg Martin Lutherstr. 61-66	---	875
16. Chemische Werke Aussig- Falkenau GmbH. Aussig	500.-	6.179
17. Industriewerke Kutter- schitz GmbH, Kutter- schitz Post Bilin (Weinmann-Werke)	---	486
18. Koksanstalten des Olsagebietes attn. Dipl. Ing. Gobiet, Karwin/O/SS		3,193
19. Donau Chemie AG. Vienna 40 Am Heumarkt 10	----	2,116
20. Waldenburg share called in 3.000.-		----

 247,200 --- 1,315,496.-

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Page 7 of originalNo. 8 Business Managers of Stickstoff-Syndikat GmbH, BERLIN

1. Dr. Heinrich O s t e r , Berlin Charlottenburg
an der Heerstr. 97
2. Geh.Reg.Rat Kurt H o e h l e r , Berlin-Nikolassee,
Kirchweg 25
3. Major, Retired, Bodo-v. H a r b o u , Berlin-
Grunewald, Auerbachstr. 2

(resigned on 31.12.1941)

4. Dr. Hans-Karl v. B o r r i e s , Berlin-Dahlem
Am Anger 6
5. Rudolf H a n s e r , Berlin-Lichterfelde-West,
Malvenstrasse 9

(under 4 and 5, joined firms as
of 1 Januar 1942)

6. Deputy business manager: Otto W a h l , Potsdam-
Saakrow, Spandauer Str. 17.

Page 8 of original:No. 15 Sales:

<u>Total</u>	<u>Year's Sales</u>	
	<u>Net Tons</u>	<u>RM</u>
1936/37	793 857	422 862 000.-
1937/38	884 219	436 676 000.-
1938/39	944 229	477 823 000.-
1939/40	997 071	489 154 000.-
of which		
(a) <u>Domestic</u>		
1936/37	585 053	344 746 000.-
1937/38	650 340	340 743 000.-
1938/39	763 033	398 230 000.-
1939/40	899 742	441 217 000.-
b) <u>Foreign</u>		
1936/37	208 814	78 116 000.-
1937/38	233 879	95 933 000.-
1938/39	181 196	79 593 000.-
1939/40	97 329	47 937 000.-

DOCUMENT BOOK I- OSTER

DOCUMENT No. 2

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Page 9 of originalNo. 16 Personnel

	Average			
	Total	Employees	Charwomen and workers	Apprentices
1936/37	911	840	71	--
1937/38	939	866	71	2
1938/39	967	885	74	8
1939/40	862	773	78	11
1940/41	764	686	67	11

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I, Helmuth H e n z e, attorney-at-law in Frankfurt/Main
at present defense counsel at 6th American Military
Tribunal in Nuernberg, state herewith that the above
copies are verbatim and true copies of excerpts from
the

Examination Report of the Finance Office
Friedrichstadt
Berlin SW 11, as of 30 September 1942 .

signed Henze
Attorney-at- law

Nuernberg, 21 March 1948

Page 8 of original

We the undersigned have been duly warned that we make ourselves liable to punishment if we make a false affidavit. We declare under oath that our statements are the full truth and that they have been made to be submitted as evidence before Military Tribunal VI in the Palace of Justice at Nuernberg, Germany.

Subject: The person of Dr. Oster and his activities as manager of the Nitrogen Syndicate (Stickstoffsyndikat).

I. Ad personam: Herr Oster is a likable person, frank, generous, a stickler for the truth, and applying the principle of "to live and let live"! All the affiliated plants held him in high esteem and had special confidence in him.

II. His business activities. The fertilizer nitrogen and the technical nitrogen business were strictly separate, and the respective offices were several miles apart. Herr Oster was in charge of the fertilizer nitrogen business; in general he hardly concerned himself with matters pertaining to technical nitrogen transactions, and only then when he was called upon to smooth out any differences between the affiliated plants. At no time did Herr Oster violate the ruling according to which he carried equal responsibility for all syndicate members as their ~~general~~ ^{of the syndicate,} manager, and this had nothing to do with the fact that the I.G. had nominated him for this manager's position. He considered it his duty to settle any differences between the affiliated plants.

The whole of the industry knew that at no time a vote was taken in the syndicate, although many differences occurred among the affiliated plants due to difficult problems.

Page 8 of original cont'd

When Herr Oster took it upon himself to smooth out any such difficulties, he always left it to the individual affiliated plants to represent and state their respective cases, in other words, he never acted on behalf of the I.G. but always restricted himself to mediate and to supply pertinent information concerning contract matters and the actual conditions.

When he was commissioned to negotiate with the Price Control Commissar (Preiskom issar) concerning nitrogen prices and when all the initial cost computations of all the affiliated plants were entrusted to him, this act was a proof of their unassailable confidence in him. Herr Oster did not hold the title of Generaldirektor or Hauptgeschaeftefuhrer (General Manager), because according to the statutes he held none of these appointments. To prove the contention that the Ruhr nitrogen industry had complete confidence in Dr. Oster - this industry was by far the most important party of the syndicate after the I.G. - they would not have done without a manager for such a long period, after Herr von Harbou had left and later on died, but would have appointed a new managing director.

It was known that Dr. Oster was a member of the I.G.Vorstand. However, this fact never affected the actual operations of the syndicate, and it has never been known that Dr. Oster had attempted to use his job for implementing I.G. Policy or I.G. resolutions.

III. The I.G. position within the Nitrogen Syndicate.

If the truth is to come out, I must not omit stating that the I.G. did not "dominate" the Nitrogen Syndicate, but strictly kept its place in fair co-operation with all the other affiliated firms. During the last 10 years Dr. Bueteffisch was mostly responsible for representing I.G. interests; of him, too, it must be conceded that he always endeavored to have smooth collaboration prevail.

signed: Dr. Gust. KNEPPER

Second Deputy Chairman of the
Nitrogen Syndicate

OTTO SPRINGORUM

signed: Kurt HAVER (Kurt Haver

from 1940 till 1943 deputy Vorstand, chairman, and as from 1944 Vorstand chairman of the A.G. of the Kohlenwertstoff-verbände, of which the Deutsche Ammoniak Verkaufsvereinigung (German Ammoniak Sales Organization) was a member. Working in the sales association since 1928.

I can but endorse Herr Haver's statement. I am of the opinion that the Nitrogen Syndicate, which was managed by Dr. Oster, was one of the best and most beneficial features in Germany, because it utilized those funds, which were obtained by eliminating any competitive enterprise, largely for propaganda and educational activities in agriculture. During the whole time of my industrial activities I have never heard any detrimental remarks concerning the Nitrogen Syndicate, either passed by nitrogen manufacturers or by agricultural consumers of nitrogen.

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Dr. Ing.E.H.Alfred P O T T

Former member of the executive
and administrative office of the
Nitrogen Syndicate

Hans D O H S E

Dr. Hans Dohse

From 1 November 1927
till 31 December 1937
chemist with the I.G.
Farbenindustrie A.-G.
Ludwigshafen/Rhine plant,
from 1 January 1941 till
15 December 1944 Prokurist
with the Mining Corporation
Hibernia A.-G., Herne.

During my professional career I had an opportunity ever since 1936 to follow and observe the business practices and business policy of the Nitrogen Syndicate from the viewpoint of various affiliated firms. Having this experience of many years standing I think I have the right to state that this institution under Dr. Oster's management was always acting according to supra-company considerations, which, even quite prominently, aimed at improving and maintaining Germany's domestic food supplies. By skillful negotiations and considering each member's specific wishes, Herr Dr. Oster managed to bring about such resolutions, without exerting any pressure, which he considered necessary and right.

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Dr. Hans K L E I N E (Dr. Hans Kleine)

May 1936 till December 1937 Vorstand -
assistant with the Bayerische Stick-
stoffwerke A.G. Berlin

1938 till 1939 Prokurist with the
Sueddeutsche Kalkstickstoff A.G.,
Trostberg

1939 till 1940 Commercial manager of the
Oberschlesische Stickstoff A.G.,
Koenigshuette

1940 till 1948 Prokurist and Director
of the Bergbau A.G. Ewald -Koenig
Ludwig, Harten.

I hereby certify that this a verbatim and true copy of
the above original.

Nürnberg 20 March 1948

Helmuth Henze,
Attorney-at-Law.

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A F F I D A V I T

I, Georg Schickora, Wiesbaden Taunusstrasse 4/II have been duly warned that I render myself liable to punishment if I make a false affidavit. I declare under oath that my statement is the full truth and that it has been made in order to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice at Nuerenberg, Germany. Having been an employee of the Nitrogen Syndicate G.m.b.H. for many years (I joined it in 1920), I am sure I can advance my views concerning conditions in the Nitrogen Syndicate, basing my opinion both on my personal experience and on remarks made by other employees. I knew Herr Dr. Oster even before 1930, when he became the general manager of the Nitrogen Syndicate, as manager of the Amoniakwerk Merseburg (Leunawerk). My duties as section chief brought me in direct contact with Dr. Oster.

The management of the Nitrogen Syndicate always adhered to the principle that all individuals should be allowed to live their own lives. This maxim existed before 1933, and was not abandoned even after 1933 under Dr. Oster's management. I do not know of one single case whereby an employees chances of advancement in business were blocked by Dr. Oster because that employee was not a Party member or that Dr. Oster made life difficult for him for that reason. The number of non-Party members in the Nitrogen Syndicate - compared to other leading Berlin firms- was quite insignificant in spite of the very active shop stewards' council (Vertrauensrat). Although the Syndicate was considered very social-minded and humane in other matters, it did not acquire the "golden flag". I am sure the reason was that the Third Reich did not think the Syndicate's management and staff active enough to bestow such external honors upon it.

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As the firm's manager, Dr. Oster was undoubtedly one of those persons who - being placed in a rather exposed position - either had to yield to any pressure to become a Party member, or be dismissed from their position and be replaced by some radically National Socialist man, who was more in favor with Party officials. When Dr. Oster eventually joined the Party, I and other non-Party-members in the firm took this fact to mean that Dr. Oster had chosen the lesser of two evils in the interest of the firm, and that he would now attempt by skillful manoeuvres to embark on a moderate course. Anyhow, we were not under the impression that an active Nazi was now running our affairs. Everyone in the firm knew Dr. Oster's views on the problem of Jews and non-Aryans. It was he who supported a course according to which the Jewish manager at that time Dr. Jacobi, in spite of most severe criticism, remained in his position for many years after the Nazi seizure of power, and that all measures against Jewish and non-Aryan personnel, which had been demanded both by the Party and the shop stewards' council, were partly blocked altogether, or at least largely mitigated and/or put off. I am certain that Dr. Oster was responsible for having the number of employees' meetings etc., which were anything but liked by the non-Party members, reduced to an absolute minimum. Those meetings, which it was impossible to dodge, were attended by almost all functionaries of Party organizations. On those occasions it must have been an arduous task for Dr. Oster to conceal his own conviction behind the speeches he was compelled to make; on the other hand, it was quite understandable that he had ^{to} make certain concessions in the field of Nazi-propaganda, so that no disadvantages befell the firm. I am of the opinion that this consideration also governed Dr. Oster's discussions with the shop stewards' council. Attending personally the employee meetings, I was able to form my own judgment concerning

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the shop stewards' council based on various confidential remarks which were made by the chief of the personnel department, Herr Fritz Werther. I knew this gentleman extremely well, and he made a point of attending all meetings of the shop stewards' council. The attitude of the Syndicate management is characterized by the fact that they succeeded in retaining a personnel chief who not only was not a Party member, but of whom it was noticed that he more than rejected the Party.

I can affirm that I have never been a member of the NSDAP nor of any of its affiliated organizations, and that I am not affected by the law for the liberation from Nazism and Militarism, according to the verdict of the Schluechtern denazification tribunal.

Wiesbaden 26 February 1948

Georg SCHIKORA.

No. 33 of the document register for 1948

I hereby certify and attest the above signature of Herr Georg Schikora, Wiesbaden, Taunusstr. 4, which has been affixed before the Notary Dr. Ernst Reichmann in Wiesbaden, Rheinstrasse 8.

Wiesbaden 26 February 1948
Seal: Dr. Ernst Reichmann

Dr. R E I C H M A N N, Notary

Notary in Wiesbaden,

Expenses account

Value: 3.000.- RM

Fees as per Article 39 RKO	4.00 RM
Turnover tax	0.12 *
	<hr/> 4.12 RM

Dr. Reichmann
Notary

For the Authenticity of the above copy

Nürnberg 10 March 1948

Helmut H E I N Z E

Attorney-at-law.

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Dr. Ernst B e n n .

A f f i d a v i t

I, Dr. Ernst B E N N, Ludwigshafen/Rhine Hohenzollernstrasse 80, have been duly warned that I render myself liable to punishment if I make a false affidavit. I declare under oath that my statement is the full truth and that it has been made in order to be submitted as evidence before Military Tribunal No. VI at the Palace of Justice in Nürnberg, Germany.

I have known Dr. Heinrich Oster for more than twenty years. Since 1928, when he joined the Nitrogen Syndicate to become its general manager at the beginning of 1930, I was one of his close associates. During this period I learned to appreciate him as a man who always considered first of all the interests of the firm of which he was the head, and who fully understood his staff's everyday-worries, always prepared to assist each of them. I myself have worked in the Syndicate since 1919. Although I was not immediately employed by the Syndicate - I was I.G. Farben's liaison agent to the Nitrogen Syndicate - or rather an outsider, I am in a position, however, to pass a fairly objective judgment whether a fundamental change took place in 1933 as to the Syndicate's business policy and/or Dr. Oster's management; I am able to affirm that this was not so. Even though to all intents and purposes it seemed that Dr. Oster was a "Nazi", those who knew him well were fully aware of the fact that he had cloaked himself as far as the public was concerned, in order to reduce and alleviate for his employees the manifold inconveniences and the irksome pressure exerted by the Nazi government, both in business and private life. He was a past master at picking out the 150 % Nazi followers in the various firms who met in the locals and in the shop stewards' council, then lead

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them up the gardenpath, and instill in them the belief that Dr. Oster was on their side. I can well remember many occasions when, in the company of his close associates and outside the office after hours, he vented all his gripes and was really glad that he did not have to play a part, but could be quite himself. It might possibly be considered an insignificant event, but I think that it clearly shows his real feelings, if I mention that I never used the Heil Hitler salute when meeting him, and that he himself, when he was with his most intimate and closest associates, never even considered using this salute. Of course, this did not prevent him from backing the use of the Heil Hitler salute at official employee meetings, and to severely reprimand me in the presence of shop steward council representatives, when complaints had been lodged against my section, which happened quite frequently.

My secretary, Fraeulein Erika Leo, as well as her sister Fraeulein Marianne Leo who also worked in my section, were not entirely Aryan; it was very difficult to retain those two ladies. If Dr. Oster had not intervened personally, time and again, I would have lost my efficient and industrious assistants, who had been working with us long before 1933. This was not the only such case, there was quite a number of so-called non-Aryans in our firm. I doubt whether there was any leading Berlin firm which kept its non-Aryan employees for such a long time, I even might say right up to the end, as the Nitrogen Syndicate. If Dr. Oster had really been an activist and full-fledged National Socialist he certainly would not have acted as described above.

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The fact that he joined the Nazi Party at a very late date, i.e. not before his position as manager of such an important enterprise made it impossible for him to withhold his membership application any longer, also proves that he was actually anything but an put-and-out National Socialist. It can be ascribed to Dr. Oster's intervention and his influence that my immediate superior, Herr Dr. W.V. Jacobi, was able to continue his activities for us in another country and outside the Reich, first in London and then in Oslo, thus retaining his livelihood, when his staying on as acting manager became more and more impossible in 1935, owing to the pressure exerted by government circles and by the Nazi employees representatives. I have first-hand knowledge about Dr. Oster's various efforts to transfer Dr. Jacobi's property and assets abroad despite the difficult conditions prevailing at that time.

Dr. Oster's close friendly contacts with foreign business acquaintances induced him often to intervene on their behalf by approaching Nazi authorities, also for the firms which these gentlemen represented, during the occupation period of their respective homelands, especially of Norway, Belgium and Holland. I remember one special occasion very well indeed, when he attempted everything in his power to prevent the commitment of the Norsk Hydro company's Generaldirektor, Herr Advocate Bj. Eriksen, to a Norwegian concentration camp. Herr Dr. Oster tried to alleviate his privations by arranging for his transfer to an officer prison camp in Germany as former officer of the reserve, thus removing him from Herr Terbowen's jurisdiction. Moreover, he did everything to make Herr Eriksen's detention as pleasant as possible, and he even managed to discuss business matters with Herr Eriksen and to act as his agent.

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Disregarding any possible personal disadvantages, Herr Dr. Oster also devoted himself wholeheartedly to looking after the interests of leading officials of the Nitrogen ^{Industry} ~~Syndicate~~ in Holland, Belgium and France.

Considering all these actions of Herr Dr. Oster and judging from my long official associations with him, I am bound to state that he could not have possibly been a National Socialist or an activist. Information about myself: According to the verdict of the Schluschteren (Hesse) denazification tribunal of 22 May 1947 - File No. Sch. 30679- the Law for the liberation from National Socialism and Militarism of 5 March 1946 does not apply to me.

I want to stress in particular that Dr. Oster never approached me to join the Party etc., although I was in a leading position and he my immediate supervisor.

Ludwigshafen/Rhine 4 March 1948

signed: Dr. Ernst B E N N .

I hereby certify and attest the above signature of Herr Dr. Ernst BENN, residing at Ludwigshafen /Rhine Hohenzollernstrasse 80, affixed before me on 4 March 1948- fourth of March nineteen hundred and forty-eight.

Ludwigshafen/Rhine 4 March 1948

signed: Dr. ACKERMANN, Notary

Official Seal:

Dr. Karl Ackermann

Notary in Ludwigshafen/Rhine .

For the authenticity of the above copy:

Munich 11 March 1948

Helmuth H E N Z E

ATTORNEY- at-Law-.

AFFIDAVIT.

I, Otto WAHL, of Harburg-Rahlstedt, Ferdinandstr. 3, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made in order to be introduced as evidence before the Military Tribunal Nuremberg, Germany.

In 1920, I joined the Nitrogen Syndicate and was in charge of foreign correspondence. Since I had been abroad for many years I found it very agreeable that no favoritism was practised at the Syndicate. After approximately ten years of organizational work I became a member of the Vorstand of the Nitrogen Syndicate.

When in 1928 Dr. OSTER joined the Syndicate in order to receive training, I had already advanced to a higher position, and from the first day on was in closest contact with him. This relationship did not change especially since my section, that is the entire German export of Nitrogen, always was handled independently from all other business directly by the top executives of the Syndicate at the time. Innumerable joint business trips abroad brought about an even more intimate collaboration with Dr. OSTER.

I am making all these statements beforehand in order to show how well I know Dr. OSTER's person, his philosophy of life and his professional views.

It was in the interest of the ^{enterprise}~~plant~~, its stockholders and staff that Dr. OSTER joined the party. It was only due to his wisdom and experience in life that our ^{enterprise}~~plant~~ was assured undisturbed progress and remained unmolested by any drastic interference on the part of the Party as other ^{enterprises}~~plants~~ had to experience. Only a personality such as Dr. OSTER's, in whom all employees had almost unlimited confidence,

(page 17a cont'd)

could be successful under such circumstances.

And now his relationship to the party:

I can definitely testify to the fact that Dr. OSTER never actively worked for the party. At no time did he urge me to join the party, nor have I ever heard that he approached any colleague or employee of the firm in this direction.

It is natural that Dr. OSTER had to deliver speeches which followed the government line and which satisfied the party people in the plant who were always suspicious. He often complained to me about his dilemma in making these speeches, and I know how difficult it was for him. That many people, who were opposed to the party, heard these speeches with disgust and perhaps even now do not understand them, is a likely conjecture. But these people could not conceive the motives and consequences prompting the action of the plant management. - If on the other hand no coercive or other measures were taken in the plant against the anti-nazis at that time, this again is

(page 2 of original)

due to the protection of Dr. OSTER.

All this indicated that Dr. OSTER never took the side of the party out of genuine conviction and that, therefore, he cannot be considered an activist in the meaning of Law No. 8.

I declare under oath that I myself never was a member of the party nor of any of its affiliations.

Hamburg, 12 March 1948

Sgd.: Otto WAHL

Document Register No. 99 Year 1948

The foregoing recognized handwritten signature of Herr Otto Gustav WAHL residing at Harburg-Hahlatadt, Ferdinandstr. 3, affixed before me is herewith certified and witnessed.

Hamburg-Hahlatadt, 12 March 1948

sgd.: Dr. HOEFFNER
Notary.

Fees:

Value: about RM 1000.00
Fee: 39 Article 1, RMO
Sales Tax

RM 2.00
RM 0.06
RM 2.06

Stamp
Dr. HOEFFNER
Notary of Hamburg.

The Notary
sgd. H.

I herewith certify that the foregoing is a true copy of the original document.

Helmuth HENZE
Attorney-at-Law

Nurnberg, 20 March 1948

AFFIDAVIT

I, Dr. Hans R o e t g e r, Ludwigshafen a/Rhein Eberstr. 33, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare that my statement is true and was made in order to be introduced as evidence before Military Tribunal No. VI at the Palace of Justice, Nuremberg Germany.

From 1931 to 1945 Dr. OSTER was my immediate superior. I learned to respect him as a just person. On the basis of many conversations which I had with him I think I am in a position to interpret on his reasons for joining the NSDAP. In his tradition-bound conception of duty he is a typical example for the tragedy of our people. It was this conception of duty eventually compelling him to make the sacrifice and join the party during the war, in my estimation contrary to his inner convictions. He probably believed he would be able to insure by this step the successful and beneficent course of the Nitrogen Syndicate, which was a unit of supreme economic importance and of which he was in charge since 1930. In fact, it was prevented that the management went over to a radical representative of the party - a high functionary of a state organization.

Dr. OSTER's conduct before the employees, especially at plant meetings, was quite in accordance with what was expected of him by intra and extra plant agents who had their eyes on him.

I affirm under oath that I never was a member of the party or any of its affiliations.

Ludwigshafen, 26 February 1948

sgd, Dr. Hans POETGER.

(page 2 of original)

The foregoing recognized handwritten signature by Herr Dr. H.
ROETTER, residing at Ludwigshafen a/Rhein, Ebertstrasse 33, which
was affixed here before me, Dr. Wolfgang Heintzeler, is herewith
certified and witnessed by me.

Ludwigshafen/Rhein
9 March 1948

sgd.: Dr. Wolfgang HEINTZELER
Attorney-at-Law

I herewith certify that the foregoing is a true copy of the
original document.

Munich, 11 March 1948

Helmuth Henze
Attorney-at-Law.

I, the undersigned Attorney-at-Law and Notary Dr. Walther SCHLIDT of Berlin-Charlottenburg, Lindenallee 7, know that I make myself liable to punishment if I make a false affidavit and I declare under oath that my statement is true and was made in order to be introduced as evidence before the Military Tribunal at the Palace of Justice Nuremberg, Germany.

I have known Dr. Heinrich OSTER since 1935. We met at the Birklehof School at Hinterzarten (Black Forest) where Dr. OSTER acted as economic advisor and took care of the financial affairs. I sent three of my children to this school during the period from 1934 to 1943.

Since I was a legal advisor to the woman superintendent of the school a close relationship with Dr. OSTER soon developed, which was fortified by the common interest in the welfare of our children whom^{we} had sent to this school. The Birklehof School was a private institution merely under state supervision. I sent my oldest boy to this school, since as a person of mixed Jewish race of the first degree (my wife is of Jewish origin) he had been exposed to chicnery and disadvantages at the Berlin state school which he had visited; the Birklehof School, however, was administered in a spirit which accorded also politically persecuted children full equality. In particular, the woman superintendent of the school, Fraifrau von W o l f f, took especially great care of these children.

Herr Dr. OSTER was one of those who lent particular special support to this policy. He spared no efforts to further the school through publicity for financial support and his own contributions, and to develop the school from modest beginnings to an important educational institution. These funds were intended to forestall any state interference beyond the necessary measure of supervision,

(page 1 of original) cont'd)

to assure financial independence from the state and, thus, also insure the future possibilities for the politically persecuted children.

(page 2 of the original)

Dr. OSTER displayed an especially friendly attitude toward my children and my wife despite their origin. When in 1942 my youngest son was supposed to have left the school on account of his origin in accordance with a decree by the Reich Minister for Education, Dr. OSTER also helped in devising some illegal way to make it possible for my son to remain in the school. In this way my son was able to stay on for another year.

I am fully aware of the fact that Dr. OSTER in his position as director of a large economic syndicate exposed himself to great disadvantages and dangers to his person and position by his frank efforts on behalf of political persecutees. I owe him the highest respect for this attitude. In numerous conversations, which I had with Dr. OSTER he severely condemned the methods and demands of National Socialism and called National Socialism a disaster for Germany. Our views were identical.

I state that I never was a member of the party or any of its affiliations. My wife and myself were on account of my wife's origin exposed to all the well-known disadvantages and persecutions of the Nazi regime.

Berlin-Charlottenburg, 21 January 1948.

Dr. Walther SCHLITZ.

(page 3 of original)

The foregoing signature of Attorney-at-Law and Notary Dr. Walter SCHMIDT, of Berlin-Charlottenburg, Lindenallee 7 who is personally known to me, was affixed to before me Notary Dr. Kurt WERGON, of Berlin-Charlottenburg, Eichenallee 11, and is herewith certified and witnessed by me.

Berlin, 22 January 1948

No. 4, Year 1948 of the Doc. Register

Notary for the District of
Seal : the Kammergericht
Dr. Kurt W e r g o n.

WERGON
Notary

No. Fee

I herewith certify that the foregoing is a true copy of the original document.

Munich, 10 March 1948

Heinrich H E N Z E
Attorney-at-Law

AFFIDAVIT.

I, Konrad F R A N K E, Berlin-Spandau, Strassburgerstr. 13, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made in order to be introduced in evidence before the Military Tribunal No. VI, at the Palace of Justice Nuremberg, Germany.

From 1919 to 1942, I was an employee of the Nitrogen Syndicate GmbH, Berlin. I was a member of the shop stewards council of the Syndicate which had been created in accordance with the Labor Relations Law. In this capacity, I often had to deal with Dr. OSTER, whom I met in 1929, since he was not only manager of the Syndicate but also plant leader. I had an opportunity to talk to him intimately and to become familiar with his political views.

Dr. OSTER represented German nitrogen interests abroad. He called the attention of the shop stewards' council members to the difficulties which the National Socialist ideology caused for these negotiations. Thus I remember that after the occupation of France Dr. OSTER read to us a letter from the representative of the French nitrogen industry. In this letter a request was made to Dr. OSTER to plead for leniency toward the French plants.

Dr. OSTER explained to us the harmonious co-operation with the French partners; he emphasized that he regarded it as his duty to induce the German authorities to accord the French good treatment. He said and I quote: "Things might be the other way round one day".

Once when we walked home he told me about his views concerning the Jewish problem. He called the treatment

(page 2 of original)

of the Jews in Germany disastrous for Germany; he remarked that for this very reason he had not joined the party. After the excesses against Jewish stores in Berlin he called these acts during the following meeting of the shop Stewards' Council the greatest outrage against civilization.

I knew about the friendly relationship which Dr. OSTER maintained with the former manager of the Syndicate, Dr. Walter J A C O B I. Only after the German authorities ordered the dismissal of all Jews was this order gradually carried out within the Nitrogen Syndicate. I know that Jews were assisted in securing positions abroad and Dr. OSTER made use of his relations to foreign business friends for this purpose.

I know or no case in which Dr. OSTER made it difficult for anybody in the Nitrogen Syndicate because of his political attitude.

However, I do know that he lent his protection to Dr. von K A Y S E R L I N K. This gentleman had made derogatory remarks which had come to the knowledge of the Gestapo. Dr. OSTER put off employees' representative in the shop stewards' council with the remark that he wished to investigate intra-plant matters himself. Later on, I learned that Dr. OSTER himself warned Herr von K A Y S E R L I N K, and advised him to go abroad. Until Herr von K A Y S E R L I N K had done so he held up the matter.

Berlin, 20 January 1948

sgd.: Konrad F R A N K E.

(page 3 of original)

The foregoing handwritten signature of Konrad F R A N K E, Berlin-Spandau, Strassburgerstrasse 13, recognized by me, was affixed before me and is herewith certified and witnessed.

Berlin-Spandau, 20 January 1948

Number 125 of Year 1948 of the Document Register.

Seal sgd. Dr. Otto D A M E S
Notary.

Fees	
Value:	RM 3,000.--
Fees as per Par. 39 of the RRD	RM 4.00
Sales tax	<u>RM 0.15</u>
	RM 4.15

The Notary
sgd.: Dr. Otto DAMES

I herewith certify that the above is a verbatim and true copy of the original document.

Munsterberg, 5 March 1948

Helmuth H E N Z E
Attorney-at-Law

Affidavit

I, Hans SCHMITZ, residing at Ludwigshafen/Neudach, Bergstrasse 39, have been duly warned that I make myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and has been made in order to be submitted in evidence before the Military Tribunal No. VI at the Palace of Justice, Nuremberg, Germany.

Herr Dr. Oster was business manager of the Nitrogen Syndicate at the time when I joined that firm in 1931. At first I met him at various conferences, and later saw and heard him often at plant meetings and on similar occasions. My impression concerning the political attitude of Dr. Oster was that in his capacity as plant manager of the Nitrogen Syndicate, he was compelled to attend some meetings, make speeches etc. to which he was opposed. This opinion, which as I found confirmed in the intimate circle of friends, was substantiated by the following two incidents, which I assume had to be submitted to Dr. Oster's final decision, in his capacity as plant manager.

1. My colleague, sales-representative SCHOENEMANN, made some derogatory remarks in his travel-report concerning the anti-Jewish measures which were undertaken at that time.
2. Reinhold FALKENHEIM, also a sales-representative, was of half-Jewish extraction.

Upon request of the chairman of the shop stewards council, disciplinary measures were to be instigated against these two colleagues, at least they were to be dropped as sales-representatives. This request was not granted.

Dr. Oster did not engage in any propagandistic activities for the Party, nor did he - as far as I was informed from my wide circle of acquaintances - put anyone under pressure in order

to make him join the NSDAP.

Considering all facts, I never held Dr. Oster to be an activist.

I want to state explicitly that I did not belong to the Party
or to one of its affiliated organizations.

Dated, 20 February 1948

(Signed) Hans SCHMIDT

Document Register 352/48A

The signature of Herr Hans Schmidt, residing at
Ludwigshafen-Maudsch, Bergstrasse 39, affixed on the opposite
page, has been affixed before me, here at Ludwigshafen and is
herewith certified and attested by me.

(signed) Dr. ACKERMANN
Notary

Official Seal:
Dr. Karl Ackermann
Notary at Ludwigshafen/Rhine

Fee Register No. 542/47

Costs:

Notary Fee, article 39	RM 2.00
Turnovertax	* 0.06
	<u>RM 2.06</u>

I certify herewith that the above is a verbatim and true copy of the
original.

Nuernberg, 10 March 1948

Helmuth KENZ
Attorney-at-law

Affidavit

I, Fritz W e r t h e r, residing at Berlin-Dahlem, Bachstelzenweg 21, have been duly warned that I make myself liable to punishment by making a false affidavit. I declare on oath that my affidavit is true and has been made in order to be submitted in evidence before the Military Tribunal at the Palace of Justice, Nuernberg, Germany.

~~confidential~~ (Vertrauensrat),
*The Chairman of the ~~shop stewards~~ council, Herr ILENZ, told me one day - it might have been at the end of the Thirties - that the ~~shop stewards~~ council intends to propose Dr. Oster and a few other of the leading officials for admittance in the NSDAP. Considering the state of affairs at that time, a rejection of the ~~shop stewards~~ council's intention would have been interpreted as a hostile attitude to the Party, and to the ~~shop stewards~~ council, therefore, the officials in question thought that they could not reject the proposal of the ~~shop stewards~~ council without exposing themselves, and without endangering the necessary co-operation of the ~~shop stewards~~ council upon which they depended in the interest of the firm; they thought, therefore, the best thing to do would be to leave the decision up to the ~~shop stewards~~ council. The measures which were undertaken thereupon by the ~~shop stewards~~ council, finally brought about the admittance of these persons into the Party.

I cannot recall whether at that time in the special case of Dr. Oster, the proposal for admittance into the Party was made by the ~~shop stewards~~ council itself, or - quite possible - whether this proposal was made by the German Labor Front. ~~confidential~~ card index in the possession of the present ~~shop stewards~~ council and a list of Party members made up at that time which is likewise in their possession, indicate that Dr. Oster became a Part member in 1940.

Like all other officials of the management, Dr. Oster did not believe an outbreak of hostilities possible. Four weeks before the outbreak of war with Poland, I had a conversation with the chairman of the Verwaltungsrat, Dr. Busb, who has since died, a personality who was generally conceded to have a specially developed intuition and far-sightedness and who contradicted me with passionate words, because I mentioned my fears with regard to an early outbreak of war.

According to my recollection no mobilization plans were drawn up for the personnel department of the syndicate - the files of personnel section were largely lost due to bombing attacks. From 1938/39 on - I am unable to state the exact year from memory - the personnel department merely kept itself informed by way of adequate up to date personnel lists indicating the individual classes of the employees and their degree of military suitability, in order to rule out any element of surprises in the event, those employees were drafted. Dr. Oster was from the beginning against every attempt of declaring employees as exempt from the draft in the interest of the firm, if they were not really very urgently needed."

Berlin-Dahlem, 17 November 1947

(Signed) Fritz WERTHER

The above signature of Herr Fritz Werther, Berlin-Dahlem, Bachstelzenweg 21, affixed before me, is herewith certified and attested by me.

Berlin, 17 November 1947

Hans B R E E

Notary

No. 187 of the document register for 1947

Statement of fees

Value: RM 1,500.00

Fee, articles, §§ 26, 39 AD RM 2.50

Turnovertax 0.06

RM 2.06 (signed) B r e e

Notary

I certify herewith that the above is a verbatim and true copy of the original.

Munich, 10 March 1948

Reinhold H E N Z E

Attorney-at-law

Affidavit

I, Dr. Peter A s s m e n n, residing at Berlin SW 11, Desanuerstrasse 28/29, have been duly warned that I make myself liable to punishment by making a false affidavit. I declare under oath that my statement is true and has been made in order to be submitted in evidence to the Military Tribunal No. VI at the Palace of Justice, Nuremberg, Germany.

Herr Dr. Heinrich Oster was in his capacity as Chief of the Nitrogen Syndicate my plant manager until the end of the war; during his activity the following struck me as especially interesting with regard to his political and social attitudes:

- 1.) Herr Dr. Oster demanded at no time that a member of the staff should join the NSDAP. A compulsion to use the "German form of greeting" was - as far as I know - never initiated by him; I myself for example, was always greeted by him with "good morning". The fact that the staff joined upon his recommendation the National Socialist Public Welfare Association cannot be judged as an expression of National Socialist conviction.
- 2.) Plant meetings ordered by the Party and the DAF were not regularly held at the Stickstoff Syndikat. Only about once a year did Dr. Oster give his workers and employees the customary activity report, in which connection the democratic forms were observed by combining ~~this meeting~~ among other things, with a classical theatrical performance.
3. 3.) The chairman of the shop steward's council whose political pressure Dr. Oster could not always escape was removed by him. On the other hand, the ~~non-Aryans~~ among the employees of the Stickstoff Syndikat

could remain at their jobs as long as possible. Half-Jews were even retained in their positions until the end of the war.

- 4.) For everyone who was in a position to observe the development at that time more closely, there was no doubt as to the fact that Dr. Oster joined the NSDAP himself only so that far worse could be avoided for the good of the workers and employees, and the industrial development of the enterprise. At that time, there was the imminent danger that the distribution of fertilizers would pass into the hands of Dr. Heischle (Reich Food Agricultural Estate, member of the SS).
- 5.) In negotiations with supreme Reich authorities and ministries (e.g. Reich Ministry for the Economy) I was often able to observe that Dr. Oster was by no means popular at these officials with whom he had many negotiations in his own technical field, owing to his straight forwarded non-"national-socialistic" attitude and the mentality which always worked with steadfast energy toward just decisions. It is generally known that for these reasons serious conflicts often arose with the authorities. As far as I know, Dr. Oster also did not receive citations for service of any sort, for the same reasons.
- 6.) When, in November of 1943 and in January and June of 1944, the building of the Stickstoff Syndikat burned to the ground following air-raids, Dr. Oster gave us all outstanding examples of self-sacrifice for his plant and his people. Although his own house had been destroyed at night in one of these attacks, and was still in flames, he was to be found at the plant from the early hours of the morning on, in order to work tirelessly at putting out the blaze.

(page 3 of original)

and in order personally to help rescue the missing. By this utter disregard of his own person, Dr. OSTER, at that time 65 years old, gave his workers and employees an example which in these terrible hours had a positively inspiring effect, and which continues to live in our memories today.

I hereby declare under oath that the above statements are true and that I was never a member of the NSDAP or of one of its affiliated organizations.

Berlin, 18 February 1948 signed: ASMANN,

The above signature in his own hand acknowledged before me of Herr Dr. Peter ASMANN, Berlin S.W.11, Dossenerstrasse 28/29, was performed before me, and is hereby certified and attested to by me.

Berlin, 18 February 1948.

signed: MICHAELSEN
Notary

Soel.

Dr. Heinrich MICHAELSEN
Attorney-at-law and notary
(1) Berlin SW 11
Stressemannstrasse 66
(passage)

The verbatim and true copy of the above document
certified.

Nuernberg, 5 March 1948

HELMUTH REINZE
Attorney-at-law

AFFIDAVIT.

I, Edward HINZE, residing in Priort-Siedlung via Wusternark/District Osthavelland, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted in evidence to Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

From 1 February 1920 until 18 February 1943, the day of my arrest by the Gestapo, I was employed at the Stickstoff-Syndikat Berlin as bookkeeper. As far as I remember, Herr Dr. OSTER joined the Syndicate in May 1930. I knew the aforementioned throughout the long years as a modest and just superior. In particular, he was always concerned for the welfare and the worries of his employees.

On 19 February 1943, because of deliberately making and spreading assertions which could seriously damage the authority of the Reich Government and the NSDAP, as well as the well-being of the Reich, I was arrested. On the day appointed, 25 May 1943, I was sentenced by Special Court I in Berlin-Moabit to 12 months' imprisonment and to being turned over to the Gestapo. On the basis of a clemency plea by my wife, I was again released by the Gestapo around the middle of December 1943.

After my arrest, my wife's funds ran out very quickly, since she not only had to provide for herself and for my two children, but in addition had to raise my living expenses and the attorney's fees. In her great need, she went with my former defense counsel to Herr Dr. OSTER, who at once declared himself prepared to continue^{to} pay my salary

until my release. Besides this, he also refused to accept repayment of a building loan granted me by the Stickstoff-Syndikat. There is no doubt that this friendly attitude testifies to great humanity and personal courage.

Priort, 8 March 1948.

signed: Eduard HINZE

The above document of Eduard HINZE, businessman, Priort-Siedlung, in Upstall 634, is hereby certified by me.

Neuen, 19 March 1948.

signed: signature
Notary

Stamp: Notary in the District of the Court of Appeals
Potsdam
Dr. Richard D (illegible)

Doc. Reg. 389 for 1948

<u>Statement of fees</u>	Value RM 3,000.--	
	Fee Per. 29; 39, KO	RM 4.--
	Fees for writing	
	Turnover Tax	RM -.12

		RM 4.12

The Notary
signed: signature

The verbatim and true copy of the above document is hereby certified.

Nuernberg, 20 March 1948.

signed: Helmut HENZE
Attorney-at-law

Dr. Adolf S C H U E L E
Chief Business Manager
of the Mannheim Cham-
bers of Industry and
Commerce.

Mannheim L.1, 2 16 February 1948
Telephone 45 0 71

AFFIDAVIT.

I, Dr. Adolf S c h u e l e, residing at Heidelberg, Kohlhof 9, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement below is true and was made in order to be submitted as evidence to the Military Tribunal VI in the Palace of Justice, Nuernberg, Germany.

Statement.

From 1938 to 1945 I was an employee of the Nitrogen Syndicate GmbH., Berlin NW 7, Neustaedtische Kirchstr. 9. During this time Herr Dr. OSTER was my plant leader.

I confirm hereby, testifying from my own knowledge, that Herr Dr. OSTER had neither influenced me nor any other workers or employees to join the NSDAP.

signed: Dr. Adolf SCHUELE.

Certification of Signature.

The above signature of Herr Dr. Adolf SCHUELE, Chief Business Manager of the Mannheim Chambers of Industry and Commerce, residing at Heidelberg, Kohlhof 9 affixed before me is officially certified to be true.

Mannheim, 25 February 1948.

Notary's Office

Seal

signed: Signature.

value 3.000.-- Par. 39 RD R 4.-

GAV File No. 304/II Notary's Office Mannheim.

Document Book I OSTER
Document No. 13

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The true and verbatim copy of the above document is certified.

Nuernberg, 5 March 1948

Helmut H E N Z E
Attorney-at-Law.

AFFIDAVIT.

I, Carl Friedrich M u e l l e r, residing at Berlin-Kladow, Naubachstrasse 21, have been duly warned that I make myself liable to punishment if I make a false affidavit, I declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuremberg, Germany.

The firm Ruetgerswerke A.G. of which I have been a Vorstand member since 1916, among others, also produced nitrogen. Because of this production the Ruetgerswerke A.G. were also a member of the Nitrogen Syndicate GmbH, in Berlin, which was in charge of the nitrogen sales produced in Germany. However, in view of its not very extensive production, the share of the Ruetgerswerke in the Syndicates sales was not very large. The I.G. Farbenindustrie A.G. and the Deutsche Ammoniak-Verkaufs-Vereinigung in Bochum contributed the major part to the Syndicates sales. The I.G. Farben as well as the D.A.V.V. strongly influenced the business policy of the syndicate each of the two companies appointed its own business manager to the Nitrogen-Syndicate, the I.G. Farben nominee was Dr. Heinrich O s t e r who at the same time was a Vorstand member of the I.G. Farbenindustrie A.G. and who mainly was in charge of the sales of nitrogen fertilizer. In spite of the strong influence of I.G. Farben, Herr Dr. OSTER never misused this strong position on behalf of his firm, but also equally represented the interests of the smaller nitrogen producers.

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The Wirtschaftliche Vereinigung Deutscher Gaswerke (Industrial Association of German Gasworks) was also a member of the Nitrogen Syndicate. This member which had a large number of small production plants all over Germany was treated quite generously by OSTER in that the production of these plants, even in times of a slump, was purchased as a whole and paid for, whilst the large production plants often had to stockpile their production. Herr Dr. OSTER therefore always had the full confidence of all members of the syndicate.

In the same manner, Herr Dr. OSTER acted as representative of the Nitrogen Syndicate towards the members of the International Nitrogen Trust, thus also having their implicit confidence.

I myself was able to observe that his strong influence in the business management was even forced upon him by the foreign groups, because he had the confidence of the trust and because he was a very gifted organizer.

Berlin-Kladow, 4 December 1947

signed: Carl Friedrich Mueller

The above signature of Herr Carl Friedrich Mueller, residing at Berlin-Kladow affixed before me, Notary Dr. Friedrich Carl Sarre in Berlin W 15, Meineckestraße 12 is hereby certified and attested.

Berlin, 5 December 1947
No. 276 1947 of the Notary's register.

(stamp)

signed: SARRE
Notary in the district of the Kammergericht.

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Computation of costs:

business value RM	1000.--
Fee 26,39 RM RM	2.--
Turnover tax	<u>0.06</u>
total RM	2.06

signed: S e r r e
Notary.

The verbatim and true copy of the above document is hereby
certified.

Helmut H e n a e

Attorney-at-Law

Munich, 23 January 1948.

Dr. Heinz S A N D E R
Attorney-at-Law
Hamburg 1, Bergstrasse 7/III
Telephone 32 65 56/57
Bank accounts: Vereinsbank
Postal checking account,
Hamburg 135370.

AFFIDAVIT.

I, Dr. Heinz S a n d e r, Hamburg 1, Bergstrasse 7, have been
duly warned that I make myself liable to punishment if I make
a false affidavit. I declare under oath that my statement is true
and was made in order to be submitted as evidence to the Military
Tribunal VI in the Palace of Justice, Nuernberg, Germany.

From 1922 to 1945 I was Syndikus of the Nitrogen Syndicate in Berlin
and, among other duties, acted as consultant to the business manager
Herr Dr. Heinrich OSTER on questions pertaining to syndicate con-
tracts and to the position of the member firms.

Because of this activity, I was able to familiarize myself
with Dr. OSTER's attitude towards the member firms, which were of
minor importance compared to I.G. Farben. On the whole, I gained the
impression that Dr. OSTER's attitude aimed at giving all member firms,
even the smallest, the same rights, and that he thought their wishes
and problems to be as important as those of the other member firms.
By no means did Dr. OSTER try to give preference to the interests
of I.G. Farben, and try to crowd out the other member firms.

I remember some significant facts confirming this attitude:

- 1) I cannot remember that a vote was ever taken in the meetings.
This would have meant I.G. Farben interests would have anticipated
the decision. Dr. OSTER

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always was able to bring about a friendly agreement.

2) If conflicts of interests between I.G. Farben and other member firms were to be expected, Dr. OSTER left the representation of the I.G. Farben interests to another gentleman of I.G. Farben - generally to Dr. B u e t s c h - and by standing on the side-lines stressed the fact that he was the business manager of the syndicate.

3) As to the relationship of the member firms to Dr. OSTER it was significant that, when the Price Control Office requested a report on the actual production costs, the member firms unanimously decided to surrender these data to Dr. OSTER and only to him as their trustee - so that he might be able to carry on the negotiations with the authorities. I remember that Dr. OSTER did not hand these data on to anybody else, and that he endeavored to do all the preliminary work necessary for these negotiations himself, in order to live up to this vote of confidence. In this matter he was therefore his own secretary.

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4) When business manager Herr von H e r b o n, who had been assigned to the business management of the syndicate by the Kohlenwertstoff-verbände A.G. (for High Grade Carbon Compounds) left, this position remained vacant for the same time.

This proves that the above company had such strong confidence in Dr. OSTER that they did not deem it necessary to appoint an immediate successor to this job.

date: 5 February 1948

signature: Dr. Heinz S a n d e r,

The above signature of Herr Dr. Heinz S a n d e r, residing at Hamburg 1, Bergstrasse 7, affixed before me, Attorney-at-Law H. H e n z e, is hereby certified and attested.

date: Hamburg, 5 February 1948

signature:
HENZE
attorney-at-law

This is a verbatim and true copy of the above document, which is hereby certified.

Helmuth Henze, Attorney-at-law

Munich, 10 March 1948.

AFFIDAVIT

I, Dr. Gustav P i s t o r, residing at ~~Toggenburg-Saal, Bismarckstr.~~ str. 190 1/5, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted to the Military Tribunal VI in the Palace of Justice, Murnberg, Germany.

From 1910 I was Vorstand member of the Chemische Fabrik Griesheim Elektron, which is one of the predecessor firms of the I.G. Farbenindustrie A.G. and from the time of the merger in 1926 till the end of 1937 I was a Vorstand member of the consolidated I.G. Farben, as well as an Aufsichtsrat member of I.G. Farben from 1938.

The position and work of the Vorstand within the limited scope of the predecessor firm, where the Vorstand members all lived in the same town, was quite different from the work in I.G. Farben. In the latter, whose field of work and activities was considerably more extensive and versatile the individual Vorstand members were not able to participate as actively in promoting production, and development of all fields of work and other sundry tasks, as it had been in the case of the predecessor firm, and especially because the individual Vorstand members lived in different towns. Because of the vast and comprehensive field of work of I.G. Farben, it is quite obvious that a considerable number of fields of work existed which could only be mastered with special knowledge, and which were and remained unfamiliar to Vorstand members who did not have this special knowledge. For a commercial or a technical expert who for instance worked in the field of chemicals, other fields of work, such as film production, rayon production, pharmaceutical products, finance, dyes sales, just to mention a few,

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are quite unfamiliar subjects. To make oneself thoroughly acquainted with such a field in order to also have an authoritative voice, would have required a long period of preparation which could not have been accomplished by a Vorstand member outside, his other tasks and obligation. The Vorstand members entrusted with the chief technical and commercial tasks were or became technical or commercial experts.

The individual Vorstand members and it was not even intended to be otherwise or even possible remained the authoritative and responsible officials in their special fields of work. This was closely connected with and resulted in a considerable independence of the individual Vorstand member in his field of work, an independence which I have always considered to be very expedient and conducive to whole-hearted devotion to one's work. On the other hand, individual Vorstand members, were not held responsible for other tasks and activities which did not belong to their sphere.

The division up of responsibility is also illustrated by the fact that the technical and some of the commercial Vorstand members did not work and reside at Frankfurt, where the main office of I.G. Farben was situated but that they were required to live near the plants managed by them and/or near the main plant of their plant combine. I remember exactly that one or the other Vorstand member who lived in a large city and who did not like to move to the small town where the main plant of his plant combine was situated was directly compelled to comply with this requirement.

As so large a body as the I.G. Farben Vorstand could not possibly be sufficiently versatile, in 1931 the Vorstand had about 50 members and in 1937 still about 25, a strong decentralization was brought about from the very beginning. This tendency

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besides the above-mentioned great independence of the individual Vorstand members, was also furthered and emphasized by the fact that I.G. Farben was split up into plant, and sales combines and Sparten and by the fact that a large number of small bodies was set up within these organizations, e.g. technical and business committees which reached necessary decisions and issued directives or gave their opinion on certain questions.

A large proportion of the work was done independently and directly

by the different plant and sales combines. In this manner I operated the Central German Plant Combine which I directed till the end of 1937, in weekly discussions with the most important technical and commercial associated of the plant combine,

The final decision of important questions was naturally reached by the top committees of the I.G. Farben Administration, by the Technical Committee (TEA) of which the leading Vorstand technicians were members and by the whole Vorstand. But because of the manifold fields of work, they had to rely on the suggestions and recommendations of individual Vorstand members. The different suggestions e.g. concerning new installations, reconstruction or expansion on a large scale, (requests for loan) were then carefully prepared in the different Sparten and committees of the respective plant combines. The I.G. specialists concerned were member of the numerous committees, and of which had been established for each of the many fields of work of I.G. Farben, and in each case one or two Vorstand members. In the Sparten chemicals for instance, two Vorstand members directed these committees in the technical field, and then together with the Vorstand member who managed the chemicals sales combine, examined the decisions of the committee. Only these three

(page 4 of original)

Vorstand members therefore knew all about the activities in the field of chemicals. In the other fields of activity of I.G. Farben, the distribution of work was very similar.

Credit applications
~~Requests for loans~~ prepared in this manner, and other proposals which had been prepared in the same way, were submitted to the Technical Committee of I.G. Farben which met about once a month, and their possible influence on other plant combines of I.G. Farben, and on other chemical enterprises was examined with respect to their financial consequences. Here also questions were dealt with which had to be carried out on a uniform basis, e.g. questions pertaining to wages or social policy, and also lectures were held on the latest developments and achievements in the field of science and engineering.

Credit applications
The so-called ~~requests for loans~~ were then submitted to the conferences of the entire Vorstand, immediately following which comprised technicians and businessmen, but they were only debated en bloc without going into details in order, if necessary to discuss economic repercussions on other I.G. Farben concerns, on business ~~connections~~ ^{credit applications} with other firms, and the consequences of such additional ~~loans~~ on the whole financial structure of the firm. As the commercial Vorstand members who were not present in the Technical Committee were not concerned with the matter beyond the questions already mentioned, they certainly had no knowledge of details.

It was similar with other questions, for instance with financial matters, I.G. Farben ties with other firms, I for instance (in my capacity as an engineer in the chemical department) have no accurate knowledge as to the close relationship between I.G. Farben and other German firms in the field of chemicals, such as Solway, Kallchemie and the Bayerische Stickstoffwerke (Bavarian Nitrogen Works).

(page 5 of original)

Mutual confidence existed among the members of the Vorstand to the effect that every one of them directed his field or work correctly and reliably. This mutual confidence may be illustrated by the fact that in all these years when I acted as technical member of the Vorstand of I.G. Farben, my suggestions concerning new installations etc. were never refused by this supreme committee.

Tegernsee 9 February 1948

signed: Dr. G. P i s t o n.

The above signatures of Herr Dr. Gustav PISTON residing at Tegernsee-Sued, Riedersteinstr. 190/1/5, have been affixed before me, Notary Franz S o m m e r, Tegernsee, and are hereby certified and attested by me,

Tegernsee, 9 February 1948

Notary's Office
signed: F. SOMMER, Notary.
(FRANZ SOMMER)

(Seal)

This is to certify the verbatim and true copy of the above document.

Munich, 5 March 1948

Helmut HENZE
attorney-at-law.

AFFIDAVIT.

I, Dr. Kurt KRUEGER, Ranzholz district Schluschteren, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted in evidence to Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

From the end of 1940, SCHMITZ, ILGNER and I had repeated discussions as to how I could be more advantageously utilized in a different position in I.G. Farben, since I felt out of place in every respect as ILGNER's deputy at I.G. Farben, Berlin NW 7. In this connection at the suggestion of OSTER who wanted to retire from professional work because of age, we also discussed his successor.

OSTER, ILGNER and I proceeded on the assumption that when I took over OSTER's functions as senior business manager of the Stickstoff-Syndikat, I would also take his place in the I.G. Farben Vorstand - as the manager of the I.G. Farben nitrogen sales. It became apparent, however, that SCHMITZ was of a different opinion. In June of 1944 on the occasion of the I.G. Farben conventions, he discussed this question with me. He explained to me that the part which nitrogen sales played in the entirety of I.G. Farben's business activities as they have developed in the past 10 years, was not so important that it could continue to be justifiably represented in the I.G. Farben Vorstand after OSTER's resignation. In opposition to this, I could only bring forth as an argument for my request to become OSTER's successor not only as senior business manager of the Stickstoff-Syndikat but also in the Vorstand of I.G. Farben, the fact that I did not consider it possible for me to represent I.G. Farben's interests successfully before the other business managers if I were not endowed with the prestige which I would gain in the eyes of the partners through the position as member of the I.G. Farben Vorstand.

Nuernberg, 11 March 1948.

signed: Kurt KRUEGER.

The above signature in his own handwriting acknowledged before me of Dr. Kurt KRUEGER, residing in Ranzholz District Schluschteren, was performed before me, Helmut BENZE, attorney-at-law, Nuernberg, 11 March 1948, and was hereby certified and attested to by me.

Nuernberg, 11 March 1948. signed: Helmut BENZE
attorney-at-law.

The verbatim and true copy of the above document is hereby certified.

Nuernberg, 12 March 1948

signed: Helmut BENZE
attorney-at-law

AFFIDAVIT.

I, Dr. Kurt KRUEGER, Remholz District Schluscharten, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted in evidence to Military Tribunal No. VI in the Palace of Justice Nuremberg, Germany.

The Commercial Committee of the I.G. Farbenindustrie was reorganized in 1937 after having already been in existence once before. The most important basis for its reorganization was to be found in the fact that in consideration of the constantly increasing influence of the state upon the economy, it was regarded as necessary for the business circles of I.G. Farben to unite in order to effect a unified policy in business questions.

Within certain limits, such contact had already been necessary in the preceding period. This was also established in the form of a written or verbal exchange of ideas of the head businessmen, and this last on the occasion of a meeting at other conventions. In this respect, a material change hardly took place with the creation of the Commercial Committee. In particular it should be stated that with the creation of this committee the heads of the sales combines did not renounce a part of their powers by transferring them to this committee. The committee had no decisive power within I.G. Farben, but was only an instrument for mutual information and consultation. Insofar as agreement was achieved on any questions, the various members felt themselves morally bound by these decisions as they transpired from the situation of such a committee. The possibility of overruling someone by a majority vote was not provided for. In practice this problem did not become acute.

The make-up of the commercial committee was such that the decisive influence of the individual member varied greatly. Since ideas were exchanged and an agreement was reached concerning the business procedure of the heads of the sales combines, it was clear that the men of his sphere of work taken into consultation by a head of a sales combine only had an advisory function, while the head of the individual sales combines stated his organizations final position. From this it may be seen that the members, who were merely advisors to the individual sales combine heads, had less importance than the latter and could by no means overrule their superiors. This applies to those members who were only directors of I.G. Farben.

It should further be stated that two members had less importance because they did not represent a sales combine of I.G. Farben. This applies to Dr. Paul MUELLER, the head of the D. G. Troisdorf. The latter was essentially a listener and took cognizance of the opinion of the sales heads of I.G. Farben, and it was his affair to translate the principles decided upon at the D. G. into action if he deemed it correct. Dr. Heinrich OSTER was in a similar position.

(page 2 of original)

He also had no sales machinery of I.G. Farben under him, as was the case with the other sales combine heads. The sale of I.G. Farben's nitrogen fertilizer, which he managed, was transferred to the Stickstoff Syndikat, of which he was one of the business managers. The Stickstoff-Syndikat had numerous other members - even nitrogen manufacturers who did not belong to I.G. Farben, of whom a few were represented in the Syndikat by their own business managers. From this it follows that his position in the K.A. had a different character from that of the other sales combine heads. He also could feel himself morally bound by the opinions of the K.A., but could only make use of the views of his colleagues of I.G. Farben in the discussions with his fellow business managers of the Stickstoff-Syndikat.

Reinhold District Schluochtern signed: Kurt KRUEGER
14 December 1947

The above signature in his own hand acknowledged by me of Dr. Kurt KRUEGER, residing in Reinhold District Schluochtern, was performed before me, Helmut HENZE, attorney-at-law, Frankfurt am Main, 15 December 1947, and is hereby certified and attested to by me.

signed: Helmut HENZE
attorney-at-law

Frankfurt/Main, 15 December 1947

The verbatim and true copy of the above document is hereby certified.

signed: Helmut HENZE
attorney-at-law

Muenberg, 15 March 1948.

AFFIDAVIT.

I, Dr. Ernst BENN, Ludwigshafen/Rhine, Hohensollernstrasse 80, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted in evidence to Military Tribunal No. VI in the Palace of Justice, Nuremberg, Germany.

I was head of the Department Bedammung of the I.G. Farbenindustrie Aktiengesellschaft. This department comprised six persons and was at Herr Dr. Heinrich OSTER's disposal for the duties which he had as member of I.G. Farben Vorstand and head of sales for I.G. Farben's nitrogen fertilizer.

No real sales business was carried on in this department, since on the basis of the Syndikat agreements, all the nitrogen which was produced by I.G. Farben was turned over to the Stickstoff Syndikat. The Department Bedammung was the liaison office of I.G. Farben for the handling of all internal I.G. Farben problems which fell into Dr. OSTER's sphere of activities in the sale of I.G. Farben's nitrogen fertilizer. Its duty was the handling and supervision of the agreements which I.G. Farben had concluded with members of the Stickstoff Syndikat in connection with the Syndikat agreements and the Norwegian nitrogen producer Norsk Hydro Elektrisk Kvelestoffabriksselskab, as well as in conjunction with the individual nitrogen plants of I.G. Farben with reference to questions of production and sales.

No other department of I.G. Farben was subordinate to Herr Dr. OSTER.

Since my office was located in the building of the Stickstoff Syndikat, because Dr. OSTER had his chief work there as one of the business managers, I can make the following judgment on the basis of my own knowledge, since I knew about all in-coming and out-going letters of Dr. OSTER.

1) Of the amount of work which he performed, Dr. OSTER devoted at least 90% to his duties in the Stickstoff Syndikat.

2) Dr. OSTER did not relay any decisions of the I.G. Farben committees, as far as they became known by the Department Bedammung, to the independent firm Stickstoff-Syndikat G.m.b.H. which was subordinate to him.

3) Dr. OSTER maintained the viewpoint that the central administrative departments of I.G. Farben had no jurisdiction over the Stickstoff-Syndikat as an independent enterprise. Counter-Intelligence Office " also belonged to these departments, but we only called upon it if we needed information of any sort. In the decade from 1935 - 1945, this happened perhaps two or three times.

Ludwigshafen/Rhein, 22 March 1948.

Dr. Ernst BENN

Document Book I OSTER
Document No. 19

The above signature in his own handwriting acknowledged before me of Herr Dr. Ernst HENN, residing Ludwigshafen/Rhine, Hohenzollernstrasse 80, was performed before me, Helmuth HENZE, attorney-at-law, and is hereby certified and attested to by me.

Ludwigshafen/Rhine
22 March 1948

HENZE
attorney-at-law

The verbatim and true copy of the above document is hereby certified.

Nuernberg, 23 March 1948.

Helmuth HENZE
Attorney-at-law.

AFFIDAVIT.

I, Otto W.H.L., Hamburg-Rahlstedt, Ferdinandstr.3, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted as evidence to Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

Until Germany's collapse, I was acting business manager of the Stickstoff Syndikat G.m.b.H., Berlin N.W.7, and for many years headed the Export Sales Department for nitrogen fertilizer. My department was also a part of the sphere of work of Herr Dr. Heinrich OSTER.

Dr. OSTER used to discuss all important questions pertaining to the business abroad with me. Dr. OSTER never informed me of resolutions of any of the I.G. Farben committees (Vorstand, Commercial Committee) with the directive that they were also to be carried out in the Stickstoff Syndikat. I would remember such an occurrence, since it would have meant a departure from the policy pursued by Herr Dr. OSTER of heading the Syndikat in a neutral manner.

I would like to remark in detail that I know nothing of policies of the Commercial Committee of I.G. Farben concerning personnel matters in agencies abroad, cooperation with the Auslandsergänzung (Organization of Germans Living Abroad), reporting of journeys abroad to the Commercial Committee. Also the Syndikat made no use of the I.G. Farben set-up which maintained I.G. Farben liaison men in every country.

Hamburg, 12 March 1948

signed: Otto W.H.L.

Document Register No.94, for the year 1948

The above signature in his own handwriting acknowledged before me of Herr Otto Gustav W.H.L., residing in Hamburg-Rahlstedt, Ferdinandstr. 3, was performed before me and is hereby certified and attested to by me.

Hamburg-Rahlstedt, 12 March 1948

signed: Dr. HOEFFNER
Notary.

Bill of Costs

Value 1000.-- Reichsmark

Fee Par. 39 Sec. 1 RMO.

Turnover Tax

RM 2.--

RM 0.06

RM 2.06

Stamp: Dr. HOEFFNER
Notary in Hamburg

The Notary:

signed: H

The verbatim and true copy of the above document is hereby certified.

signed: Helmuth HENZE
Attorney-at-law

Nuernberg, 20 March 1948

AFFIDAVIT.

I, Fritz WERTHER, residing Berlin-Dahlem, Bochstet-
zenweg 21, have been duly warned that I make myself liable
to punishment if I make a false affidavit. I herewith
declare under oath that my statement is true and was made
in order to be submitted in evidence to the Military
Tribunal in the Palace of Justice, Nuernberg, Germany.

From 15 October 1923 until the present, I was an
employee of the Stickstoff Syndikat G.m.b.H., Berlin NW.7,
Neustaedtische Kirchstr. 9, and head of the Personnel De-
partment.

I was informed of the following resolution allegedly
drawn up by the Commercial Committee of I.G. Farben:

"It is agreed that men can by no means be sent out to
our agencies abroad who do not belong to the German
Labor Front and whose positive attitude toward the
new times has not been established beyond any doubt.
It shall be especially incumbent upon the men who
are being sent out to represent National Socialist
Germanism. In particular it should be pointed out
that immediately upon their arrival at the agencies
they should establish contact with the Ortsgruppe and/
or Landesgruppe and participate regularly in their
programs, and similarly in those of the Labor Front.
The sales combines will also see to it that appropriate
National Socialist literature will be furnished to
them.

Cooperation with the A.O. must be established in a
more organic form. It seems expedient to work out
in conjunction with the A.O. a unified plan from
which it may be seen how soon the shortcomings to
which our agencies abroad are still objecting may be
corrected."

I was asked whether corresponding to this resolution
of the Commercial Committee, of which Dr. Heinrich OSTER
was a member, corresponding statements or statements
similar in meaning were made by the employees sent
abroad by the Stickstoff Syndikat.

(page 2 of original)

I herewith state that Herr Dr. OSTER did not inform me of this resolution and did not demand that I introduce corresponding measures in the Stickstoff-Syndikat. I further state that such statements or similar statements were not presented to the employee transferred abroad nor were measures of a similar nature authorized, as those contained in the resolution of the Commercial Committee of I.G. Farben.

Berlin, 5 February 1948.

signed: Fritz KERTHER.

The above signature in his own handwriting acknowledged before me of Herr Fritz WERTHER, Berlin-Dahlem, Bachsteizenweg 21 was performed before me 5 February 1948, and is hereby certified and attested to by me.
No. 24 of the Loc. Register for 1948.
Berlin-Dahlem, 5 February 1948.

signed: Hans BREE
Notary.

Bill of Costs	Sch1

Value of business:	RM 5,000.-
Fee Per. 144, 26, 39 KO	RM 5.50
Turnover Tax	RM -.15

Total	RM 5.65

signed: BREE, Notary.

The verbatim and true copy of the above document is certified.

Nuernberg, 5 March 1948

Helmuth HENZE
attorney-at-law

AFFIDAVIT.

I, Dr. Felix KERRL, residing Baddeckenstedt, District Wolfenbuettel, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted in evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

Before 1933, the chemical industry of Germany was merged in an association for the protection of the interests of the chemical industry. After the seizure of power by HITLER, industry was organized according to the principles of National Socialism. In the process of this organization, the "association" changed to the Wirtschaftsguppe Chemische Industrie, without altering anything important in principle. I myself had already been active in the "association" and later became deputy of the main business manager in the Wirtschaftsguppe Chemische Industrie.

In the course of the New Order of the War Economy in 1943, which was carried out at the instigation of Herr KERRL, the Wirtschaftsguppe was subdivided into technical groups, and these once more into technical departments. The heads of these organizations were for the most part men whose main work was in firms of the chemical industry. They filled these posts largely in an honorary capacity. Within the scope of this organization it would normally have been expedient to set up a Technical Group Nitrogen. Since the nitrogen producers were affiliated in the Stickstoff-Syndikat, there was no need to create a special organization. Therefore, corresponding to the organization of the nitrogen field, only two technical departments were founded, one for prime nitrogen and nitro

(page 2 of original)

gen for fertilizing purposes, which was under the management of Dr. Heinrich OSTER, and one for technical nitrogen, which was under the management of Herr Rudolf H. FSEER, one of the business managers of the Stickstoff-Syndikat.

In the course of the above-mentioned new order, the technical groups were assigned the directing of production as their main duty. According to the directive of the Ministry for Armaments, the technical groups had to determine the extent of production and give production directives to the affiliated firms to this end. With regard to the nitrogen, there was a special situation when the regulation of production was conducted by the Plenipotentiary General for Special Problems of Chemical Production (G.B. Chem.) conjointly with the Ministry for Armaments and the Ministry for the Economy. This peculiar regulation undertaken in the field of nitrogen made it materially superfluous as well to create a special technical group. Therefore, the above-mentioned ruling was passed.

The actual duties of a technical group nitrogen, which under normal circumstances would have been performed by the Stickstoff-Syndikat, were performed in practice by the G.B. Chem. In the war too, the activities of the Stickstoff-Syndikat thus essentially consisted of selling nitrogen. Further, the Syndikat had a sort of function as letter carrier and the function of a bureau of statistics. It exercised this function for the ends of the various governmental offices.

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The decision concerning the quantity of nitrogen to be assigned for industrial purposes and the quantity to be assigned for fertilizer purposes was therefore taken out of the hands of the Stickstoff-Syndikat. This question was ruled on jointly by the supreme Reich authorities - Central Planning, Ministry for Armaments, Ministry of the Economy and G.B. Chem.

Document Book I OSTER
Document No. 22

(page 3 of original)

Because of this ruling, Herr Dr. OSTER had a position of very great importance within the scope of the organization of industry.

Hannover, 12 February 1948.

signed: Felix EHRHARDT.

No. 102 of the Document Register for the year 1948

The above signature of Herr Dr. Felix EHRHARDT, residing Baddeckenstedt, District Wolfenbüttel, identified by personal identity card, is hereby certified and attested to by me.

Hannover, 12 February 1948.

signed: Dr. Walter GEISS
Notary

Bill of Costs:

Value: RM 3,000.--

Fee Par. 26, 39, 144

RM 1/4 RM 4.--

Turnover Tax 3% RM -.12

RM 4.12

(signed) Dr. GEISS

The verbatim and true copy of the above document is hereby certified.

Munich, 27 February 1948

signed: Helmuth HENZE
attorney-at-law

AFFIDAVIT.

I, Rudolf HANSER, Heidelberg, Hendschuhshainerstrasse 17, have been duly warned that I make myself liable to punishment if I make a false affidavit.

I declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I was business manager of the Stickstoffsyndikat GmbH. and was responsible for the entire sale of nitrogen products for technical use in German manufactured goods within Germany or abroad. Although technical nitrogen was not covered by the convention de l'Industrie de l'Azote "CIA" concluded by the Stickstoffsyndikat with the European producers, yet I concluded numerous agreements with most partners of the CIA concerning the export of technical nitrogen, among others also with the Imperial Chemical Industries, London, - I.C.I. -

When in the Spring of 1936 I attended discussions with Dr. WORBOYS, concerning convention problems he unexpectedly asked me whether the Syndikat would be willing to sell ammonia nitrate, to begin with in a small quantity of 10,000 tons. He stated that manufacturing bottle-necks within the ICI works were the reason. The ammonia nitrate was chiefly to go to ICI factories overseas. The sales agreement was then concluded for the amount mentioned. After a certain time the ICI demand was increased to about 40,000 tons. At a later date the manager for the ICI nitrogen sales, Mr. F.C.O. SPEYER, confidentially informed me that the British war Department had demanded that about 10,000 tons of the quantity to be bought from the Stickstoff-Syndikat should be purchased from Belgium. In consideration of our friendly relations we did not insist on the delivery of this quantity.

Then the following quantities were delivered of which I made sure in the meantime by asking an inquiry:

In the years 1937 and 1938:

to England	5,643 tons
to South Africa	19,598 tons
to Australia	1,932 tons
to Chile	4,731 tons

	31,904 tons

I am not quite sure whether the deliveries mentioned to England went to the ICI exclusively.

Heidelberg, 15 March 1948.

(signed) Rudolf HANSER

Document Book I OSTER
Document No. 24

The above signature of Herr Rudolf HANSEN, Heidelberg,
Hansschuhheimerstrasse 17, acknowledged by me to be
in his own handwriting, was affixed here before me
Oberjustizrat Dr. CURT Z, and is hereby certified
and witnessed by me.

Heidelberg, 15 March 1948

Notary's Office Heidelberg I
Oberjustizrat and Notary

signed: CURT Z

Stamp: Notary's Office
Heidelberg

Fees Stamp

The verbatim and true copy of above document is hereby
certified.

Helmut HENZE
Attorney-at-Law

Muensterberg, 20 March 1948

AFFIDAVIT.

I, Egon BECKER, residing in Berlin-Dahlem, Habelschwerdter Allee 12, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

From 1922 I worked as legal officer (Justitler) with the Stickstoff-Syndikat G.m.b.H. in Berlin and especially advised the fertilizer export department of the syndicate in legal questions, assisted in making up the agreements of the Convention de l'Industrie de l'Azote and participated in the negotiations of the contracting parties.

The agreement concluded with the Belgian group on the occasion of the renewal of the CIA agreements in 1938 provided for a compensation of Belgian francs 75,000,000 for the closing down of the Belgian nitrogen works Rossex-Leval. Part of this amount, i.e. Belgian frs. 7,325,000, was borne by the Belgian group itself, the balance was to be raised by the remaining CIA partners.

The payment of the compensation was to extend over the entire period of the renewed CIA agreement. The amount covered by the agreement was to be paid in equal quarterly instalments up to 15 May 1943.

Actually these payments were made much earlier, viz. in three instalments on 15 August 1938, 21 September 1938 and on 17 April 1939.

The German group, represented by the Stickstoff-Syndikat participated in the payment of the compensation with gold marks 2,464,190.

(page 2 of original)

I do not remember that any objections were raised by the partners of the Stickstoff-Syndikat or by the German authorities to the premature payment of the compensation.

Berlin, 2 February 1948

Egon BECKER.

(page 2 of original)

The above signature of the retired Gerichtsassessor Herr Egon BECKER, residing at Berlin-Dahlem, Habelschwerdter Allee 12, acknowledged by me to be in his own handwriting, was affixed here before me Dr. Peter von KRAUSE, Notary, and is hereby certified and witnessed by me.

No. 37 of the Notary's Register for 1948

Berlin-Wilmersdorf, 3 February 1948

Dr. Peter von KRAUSE
Notary

Seel: Notary in the District of the
Prussian Supreme Court

Dr. Peter von KRAUSE.

The verbatim and true copy of the above document is hereby certified.

Nuernberg, 10 March 1948

Helmuth HENZE
Rechtsanwalt

AFFIDAVIT:

I, Rudolf HANSEN, Heidelberg, Handschuhheimerstrasse 17, have been duly warned that I make myself liable to punishment if I make a false affidavit.

I declare under oath that my statement is true and was made in order to be presented as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I was business manager of the Stickstoff-Syndikat GmbH., Berlin, and was responsible for the entire sale of technical nitrogen which was combined in the Stickstoffsyndikat. In addition, I was as Direktor of the I.G. Farbenindustrie A.G. in charge of the "Batestick" department belonging to I.G. Farben, which had to carry out and compute the distribution of technical nitrogen within the I.G. Farben plants and their affiliated firms.

At the beginning of 1945 I was appointed Counter Intelligence agent of the Stickstoffsyndikat. This appointment took place after the Counter Intelligence Headquarters of the Wehrmacht had found out that it had been neglected in the Stickstoffsyndikat to appoint a Counter Intelligence agent. This had to be remedied so that the regulation providing that all plants should have Counter Intelligence agents be complied with. My entire activity consisted in pointing out to the departments of the firm the official regulations concerning secrecy.

In my activity I had nothing to do with so-called mobilization plans. I did not handle any such plans concerning technical nitrogen within the Stickstoffsyndikat. As a result of my participation in sessions of the I.G. Farben Commercial Committee (K...) I know that so-called mobilization questions were treated there. In this connection the matters concerned were merely those of

(page 2 of original)

securing the commercial staff in case of war (granting of the so-called indispensability status). This matter was of secondary importance with the Stickstoffsyndikat. Quite generally speaking it may be said that what applied to I.G. Farben was not binding for the Stickstoffsyndikat. In particular the guiding principles which the I.G. Farben Commercial Committee arrived at during its sessions were not binding for the syndicate since this was an independent firm. Neither were they transferred to the Stickstoffsyndikat since conditions there differed from those with I.G. Farben.

Being in charge of the nitrogen sales within the scope of the above mentioned "Batestick" department I had in rare cases dealings with the I.G. Farben Vermittlungsstelle W (Counter-Intelligence Office W), since this office represented the interests of the I.G. Farben plants towards the authorities. Sometimes it was, of course, useful to gather information there.

Heidelberg, 15 March 1948

Rudolf HANSER
P.t.O.

The above signature of Herr Rudolf HANSER, Heidelberg, Handschuhshainerstr. 17, acknowledged by me to be in his own handwriting was given here before me Oberjustizrat Dr. CURT.Z, and is hereby certified and witnessed by me.

Heidelberg, 15 March 1948

Notary's Office
Heidelberg I
Dr. CURT.Z
Oberjustizrat and Notary

Stamp: Notary's Office
Heidelberg

Legal fees stamp: RM 2.00
Notary's Office Heidelberg
15 March 1948

The verbatim and true copy of above document is hereby certified.

Nuernberg, 19 March 1948

Helmut HENZE
Attorney-at-Law

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A F F I D A V I T

I, Otto K u r r e r, at present employed in the firm Handels Union, Hamburg 1, Ballindamm 33, having been duly warned that I would make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal No. VI, Nürnberg, Germany.

From the year 1934 on I was an employee of the Stickstoff Syndikat in Berlin which was managed by Dr. Oster. My work in this firm, which was done in the Berlin office of the Convention de L'Industrie Nationale de l'Azote (CINA) brought me into contact with Dr. J a c o b i who was at the same time manager of the Stickstoff Syndikat in Berlin. Later on Dr. Jacobi was appointed manager of the International Nitrogen Association (INA) in London and went over there.

As I had always expressed the desire to work abroad as I was well suited for such a job because of my knowledge of languages, Dr. Oster transferred me to the INA in London in 1937. I imagined that in this new office, which was then being organised and was based on the latest international nitrogen agreements, I would be better able to make use of my knowledge and experience than in Berlin. I seem to remember that this was also one of the main reasons why Dr. Oster transferred me to London.

I was called up to the Wehrmacht on 1 February 1940. I wish to mention that I was a reserve officer at the outbreak of war and that up to that date I had only had army training. In the Wehrmacht I worked at headquarters of the Ausland/Abwehr (counter-intelligence abroad) of the OKW. The reason for this, given by the recruiting officer to the Wehrbezirkskommando (Military District Command) Ausland

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(Lieutenant Colonel Bochow) upon my inquiry, was that this office was looking for people who were good at languages and had experience in foreign countries. I was immediately subordinated to Admiral Canaris, the chief of the above mentioned office and, for a considerable period of time his escort officer. Before 1 February 1940 I had no connections whatsoever with Wehrmacht offices which were concerned with counter-intelligence matters or any similar offices of the NSDAP.

Immediately after the end of the war and on my own free will, I put myself at the disposal of the 9th American Army in Hildesheim and was then, already in May 1945, in Wiesbaden and Oberursel, interrogated by the American Military authority in charge, about my activities during the war. During these interrogations I gave exhaustive information about the time when I was at school abroad, ~~as well as about my contacts abroad;~~ ^{everything above my activity abroad;} and I also mentioned Dr. Jacobi, in this connection. I was released as a P.W. in October 1945 together with the first officers who had worked in the former Ausland intelligence - service abroad.

Later on I heard that Dr. Jacobi, as well as some of my other acquaintances and friends abroad, had been asked for information about me. I do not know whether Dr. Jacobi has had trouble with the American authorities on my account, or whether the unexpected questioning, the reasons for which he did not know, made him - although completely unjustifiably - suspicious and gave him the idea that I had already been in contact with ²counter-intelligence office even before the war, and that ²had been so to speak sent over to him by Dr. Oster because of this fact. I must, however, come to this conclusion as my connections with Dr. Jacobi were, up to the time of the termination of our correspondence in 1940, of an extremely intimate and friendly nature, whereas he left several letters, unanswered which I sent him after my release from war captivity and he expressed to a third party that he was no longer interested in keeping up contacts with me.

Page 67 of original

(Lieutenant Colonel Bochow) upon my inquiry, was that this office was looking for people who were good at languages and had experience in foreign countries. I was immediately subordinated to Admiral Canaris, the chief of the above mentioned office and, for a considerable period of time his escort officer. Before 1 February 1940 I had no connections whatsoever with Wehrmacht offices which were concerned with counter-intelligence matters or any similar offices of the NSDAP.

Immediately after the end of the war and on my own free will, I put myself at the disposal of the 9th American Army in Hildesheim and was then, already in May 1945, in Wiesbaden and Oberursel, interrogated by the American Military authority in charge, about my activities during the war. During these interrogations I gave exhaustive information about the time when I was at school abroad, ~~as well as about my contacts abroad;~~ ^{everything above my activity abroad;} and I also mentioned Dr. Jacobi, in this connection. I was released as a P.W. in October 1945 together with the first officers who had worked in the former Ausland intelligence - service abroad.

Later on I heard that Dr. Jacobi, as well as some of my other acquaintances and friends abroad, had been asked for information about me. I do not know whether Dr. Jacobi has had trouble with the American authorities on my account, or whether the unexpected questioning, the reasons for which he did not know, made him - although completely unjustifiably - suspicious and gave him the idea that I had already been in contact with ²counter-intelligence office even before the war, and that ¹had been so to speak sent over to him by Dr. Oster because of this fact. I must, however, come to this conclusion as my connections with Dr. Jacobi were, up to the time of the termination of our correspondence in 1940, of an extremely intimate and friendly nature, whereas he left several letters, unanswered which I sent him after my release from war captivity and he expressed to a third party that he was no longer interested in keeping up contacts with me.

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From Spring 1946 to the end of November of this year I was employed as a Property Control "Referent" in the Property Control Branch of the British Military Government in Hildesheim. I was only allowed to start upon this job after careful examination of my military and political past by the English authorities in charge which was, to start with, in the beginning of 1946, carried out by the Intelligence Service and was completed in the meantime by the denazification process which is usual in the British Zone. The German denazification committee Holzminden, which is responsible for the district in which I am living, informs me that I was listed in group V of those exonerated. This decision will be certified according to a telephone communication which I received by the Public Safety Special Branch Hildesheim. As soon as I am in possession of this certificate I am prepared to hand it in as enclosure and part of this affidavit.

at present: Hamburg, 15 December 1947

signed Otto K u r r e r

Doc. No. 5262/1947

The above signature of Herr Otto Kurrer, Brunkensen nr. Alfeld (Leine) at present employed by the firm Handels Union, Hamburg 1, Ballindamm 33, was affixed before me and is herewith certified by me.

Hamburg, 15 December 1947

Dr. Friedrich Wessendorff
Notary public

signed Wessendorff

Hamburg

This is herewith certified to be the verbatim and true copy of the above document.

Munich,
12 January 1948Helmuth Henze
Attorney-at-law

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A F F I D A V I T

I, Frau Ruth Vogtenberger, Berlin-Wilmersdorf, Wilhelmsaue 128, having been warned that I make myself liable to punishment if I give a false affidavit, herewith declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal No. VI, Palace of Justice, Nuremberg Germany.

From 1931 until the end of the war I was a secretary in the director's office of the Stickstoff-Syndikat, Berlin; from 1931 to 1939 I worked in the Berlin office of the Convention de l'Industrie de l'Azote(CIA).

Herr Otto K u r r e r was from autumn 1935 on an employee of the same concern and sat in the same office as myself, so that I know him very well. I was also on friendly terms with his family.

At the end of 1939 Herr Kurrer went off to London to the International Nitrogen Association (I.N.) there. As far as I know Dr. W. Flad, who died in the meantime and who was at that time the chief of the headquarters of the Convention in Berlin, suggested sending him there. He esteemed Kurrer very highly and considered him a very promising member of the rising generation in the Stickstoff Syndikat. In order to help him, he was anxious to let him have an opportunity to work abroad and, therefore, suggested the International Nitrogen Association, trustees of the CIA in London. The fact that Herr Kurrer speaks English fluently may also have been decisive. Political reasons can, according to my opinion, not have played any part in this transfer, as Dr. Flad was an enemy of the National Socialist Party.

I know that Herr Kurrer, who was called up as a reserve-officer during the war, was drafted into the

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counter-intelligence service of the Wehrmacht, i.e. into the department of Admiral Canaris. I gathered the actual facts which led up to his drafting from personal conversations, can remember them very well, and I could not but draw the conclusion from them that Herr Kurrer made at that time his first contacts with the counter-intelligence service of the Wehrmacht.

Berlin, 16 January 1948

RUTH VOGTENBERGER

The above signature of Frau Ruth Vogtenberger Berlin-Wilmersdorf, Wilhelmstraße 128, was affixed in my presence and is herewith certified by me.

Berlin, 16 January 1948

Seal

signed Signature

Notary public

Not.Reg.No.21/1948

Value: 3000.- RM
Fee Par. 144, 26, 39
and tax

RM 4.15

signed signature
Notary public

This is herewith certified to be the verbatim and true copy of the above document.

Nürnberg, 5 March 1948

Wilmuth HENZE
Attorney-at-Law

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A F F I D A V I T

I, Dr. Franz A h l g r i m m, Hamburg, Lehmweg 53, having been duly warned that I make myself liable to punishment if I make a false affidavit, herewith declare that my statement is true and was made in order to be submitted as evidence before the Military Tribunal VI, Palace of Justice, Nürnberg, Germany.

I was from 1 May 1924 to 30 June 1946 an employee of the Stickstoff-Syndikat Berlin, i.e. the chief of the agricultural scientific department of that firm.

My journey to South America, which lasted from 8 September 1936 to 20 June 1937, had no connection with Dr. Ilgner's journey, who was in South America during the latter half of the year 1936. The tasks which I had to accomplish for the Stickstoff-Syndikat in Berlin during this journey were generally speaking the following:

I had to investigate the agricultural conditions on the South American continent. The aim of these investigations was to find out the reasons for the, unimportant consumption up to that date, of fertilizers containing nitrogen in this vast territory. It was planned, based on my findings, to make an attempt at predicting the future development of the nitrogen - consumption in those countries. Results gained in this way were to be used as foundation for measures which the Stickstoff-Syndikat, in its position as a member of the Convention de l'Industrie de l'Azote (CIA), was to suggest to this concern in the interest of nitrogen-export. The corollary of my investigations was the dispatch by the Stickstoff-Syndikat of one of its agricultural experts to Peru, as this country seemed especially promising for further development of the sale of fertilizers.

My contacts with Dr. Ilgner were, at that time, limited to the few occasions when our ways happened to cross.

DOCUMENT BOOK I - OSTER
DOCUMENT No. 28

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I confined myself to informing Dr. Ilgner of the result of my investigations during our casual encounters. He invited me to attend conferences which concerned my own - the agricultural - domain.

In this context I remember one discussion only which I had in Mexico with the manager of a big agricultural co-operative association. Subject of this discussions were the plans of this association to erect a nitrogen-plant in Mexico.

Date : 20 January 1948

signed Dr. Franz AHLGRIMM

Doc. Register No. 93/48p.

The above signature of Dr. Franz AHLGRIMM, of the address of Hamburg, Lohmweg 53, given in my the Notary Public's Dr. Otto Sudeck, presence, is herewith certified by me.

signed : Dr. SUDECK
Notary public.

Date: 20 January 1948

Cost:

Business value RM uncertain 3.000
fee per. 39 R.K.O. RM 4.12
and tax

The notary: initialled Dr. S.

This is herewith certified to be the verbatim and true copy of the above document.

Muenberg , 3 March 1948

HENZE
ATTORNEY - at - LAW

DOCUMENT BOOK I - OSTER
DOCUMENT No.

CERTIFICATE OF TRANSLATIONS

31 March 1948

We, R.E. CLARK, Leslie L. LAWTON, E.A. JOHNSON,
Ludwig HEYMAN, hereby certify that we are a duly appointed
translators for the German and English languages and that
the above ^{BOOK} is a true and correct translations of the
Document/No. I - OSTER.

<u>R.E. CLARK</u>	<u>L.L. LAWTON</u>	<u>E.A. JOHNSON</u>	<u>L. HEYMAN</u>
B-397939	B-397990	B-397941	35096

72 a -
" END "

Case 6
Defense

Tribunal VI

Case VI

Document Book II

for

Dr. Heinrich Oster

Submitted by
his Counsel for the Defense

Helmut Henze
Attorney

Gang

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X 32	Syndikat. X Letter and affidavit by General LEROUX	
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33	Affidavit by Georges Lelong of Paris, dated 12	
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34	Affidavit by Hans Meier, former director of the	17
	Stickstoff-Syndikat, dated 12 March 1948. The	
	affiant reports on Dr. Oster's relations to the	
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	to obtain the release of the son of Lelong,	
	managing director, from a prisoner of war camp.	
35	Affidavit of 3 February 1948 by Vladimir	18-19
	Schachtel, former delegate of the Polish nitrogen	
	industry at the Convention Internationale de	

1'Azote (CIA). Schetszel affirms that the CIA was never governed by the Stickstoff-Syndikat or the IG Farbenindustrie. Furthermore, he testifies to the friendly support extended to him by Dr. Oster which he enjoyed after the German invasion of Poland, after he had fled from the German troops and escaped to Hungary. 20-21

Page II

Letter of 29 January 1947 from Otokar Dobias, manager of the Czech nitrogen group. In this letter, Herr Dobias thanks Dr. Oster for his support during the German occupation of Czechoslovakia and he affirms that Dr. Oster, contrary to the orders of the German authorities, treated the Czech nitrogen group in every way as if the occupation had not taken place. 22-24

Dobias' letter has been confirmed by the shop council of his firm.

Affidavit of 15 December 1947, by Hans Rieger, former director of the Stickstoff-Syndikat. Rieger confirms Dr. Oster's loyal conduct towards the members of the Stickstoff-Syndikat and towards the foreign partners of the Convention de l'Industrie de l'Azote (CIA). Furthermore, Rieger testifies concerning the manner in which, after the outbreak of war, Dr. Oster used his influence on behalf of foreign business friends of the Stickstoff-Syndikat. 25-28

Statement by Dr. J. W. Holtrop, president of the Nederlandsche Bank, formerly managing director of the Dutch Blast Furnaces and Steel Works, at IJmuiden, on the subject of Dr. Oster's support of foreign business friends, after the outbreak of war. 29

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39

Affidavit dated 15 March 1948, by A. Boehrlink, director of the N.V. Internationale Groediet-en Handelsvereniging, Amsterdam. Affiant reports on the support which Dr. Oster gave the Dutch nitrogen industry during the German occupation, 30-31
Statement, dated 25 June 1947, by Alexander Holst, director of the Copenhagen sales office of Norsk Hydro, concerning the support which Dr. Oster gave him in obtaining the release of his brother-in-law, Dr. J.E. Hjort, Oslo, from the concentration camp. 32

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Page III

41

Affidavit, dated 2 March 1948, by Arnold Suhr of Amsterdam, former ^{representative} ~~agent~~ of the Stickstoff-Syndikat in Holland. Suhr affirms that Dr. Oster had him transferred to Holland in order to protect Suhr's family from the persecution of Jews in Germany. Furthermore, he affirms that after the occupation of Holland, Dr. Oster protected him and other Dutch business friends from injury by the occupation authorities. 33-34

42

Affidavit, dated 26 February 1948, by Dr. Alfred Hoffmann, former Oberregierungsrat at the Reich Ministry of Economy. Dr. Hoffmann reports on the company which was set up at the outbreak of the war against Russia. In particular, he states:
"The obvious procedure of handing over individual enterprises to specific German firms was not adopted in order to avoid possible conflicts between individual interested parties or even claims for subsequent acquisition." For nearly all branches of the chemical industry so-called supervisory companies with very small capital were set up.

It was the task of these companies to advise and help the appointed works trustee.

35-37

Letter, dated 24 July 1947, from the Stickstoff-Syndikat G.m.b.H. to the Reich Ministry of Economy concerning the foundation of the Stickstoff-Ost G.m.b.H. In this letter, the Stickstoff-Syndikat requests the Reich Ministry of Economy to confirm the reservations made by the Stickstoff-Syndikat when accepting the commission to found the Stickstoff-Ost G.m.b.H.

43

38-41

Publication in the Deutsche Reichsanzeiger of the Local Court Berlin, dated 18 November 1941, concerning the foundation of the Stickstoff-Ost G.m.b.H. This publication mentions the purpose of the new company as being "advising and helping the nitrogen enterprises in the occupied territory."

44

42-43

Page IV

Affidavit, dated 5 July 1947, by Dr. Heinz Sander, former legal adviser to the Stickstoff-Syndikat. Dr. Sander reports on the Stickstoff-Ost G.m.b.H. and explains that this company was set up by the Stickstoff-Syndikat upon order by the German Reich. He testifies that the members of the Stickstoff-Syndikat had very little interest in the foundation. He stresses that the task of the Stickstoff-Ost G.m.b.H. was merely to act in a supervisory capacity. In particular, he emphasizes Dr. Oster's negative attitude to this sphere of activity to which the Reich had assigned him.

45

44-47

Affidavit, dated 19 August 1947, by Dr. Peter Lammann, former employee of the Stickstoff-Syndikat and the Stickstoff-Ost G.m.b.H. Dr. Lammann states that the Stickstoff-Syndikat merely had the task to lend its

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48-49

28

Page IV continued

support to the nitrogen enterprises in the occupied territory
of Russia and that the question of the acquisition of such enterprises
had never been discussed

In particular, he confirmed that Dr. Oster expressly declined that the I.G., or the Stickstoff-Syndikat should acquire a nitrogen plant, either directly or through the Stickstoff-Ost G.m.b.H.

Affidavit, dated 16 March 1948, by Frau Ilse Oster, wife of Defendant Oster, concerning the conversation with Dr. Axel Aubert, general manager of the Norsk Hydro, during which he approached Dr. Oster to join the Styro of Norsk Hydro.

50-51

Letter, dated 14 January 1944, from Bjørn Erikson, general manager of Norsk Hydro, while prisoner of war in German hands, addressed to Dr. Oster. The letter was written after Dr. Oster's visit to the prisoner-of-war camp on the occasion of which Dr. Oster made efforts to obtain his release. The letter

contains business problems concerning the internal position of Norsk Hydro and gives evidence of the confidential relations between Erikson and Dr. Oster.

52-53

Letter, Dated 28 January 1947, from A.S. Bjørn Erikson, general manager of the Norsk Hydro Elektrisk Kvaestof addressed to Dr. Oster and

Page V

confirming the latter's conduct towards Norsk Hydro after the occupation of Norway. Erikson literally said as follows: "Immediately after the occupation of Norway Dr. OSTER hastened to Norway in order to assist Norsk Hydro." Furthermore, he states as follows with regard to Dr. Oster's help: "This was successful and the importance thereof cannot be overestimated" and "the Hydro concern and its leaders are greatly indebted to Dr. OSTER."

54-55

Letter from the Reich Ministry of Economy to Dr. Hoppenberg,

56

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cc to V continued

dated 22 November 1941. Dr. HOFFMEIER was GOELAND's deputy
who had given the order to erect light metal plants in Norway.
In this letter the Ministry

opposes the order in view of the fact that it might have an unfavorable influence on the nitrogen production of Norsk Hydro. The Ministry sent this letter to Dr. Oster with the request that he support the efforts to maintain the unimpaired capacity of the Norsk Hydro nitrogen production.

56-58

Letter from the Reich Ministry of Economy dated 11 August 1943 on the subject of the production of SH_{200}

51

so-called "heavy water," by Norsk Hydro. In this letter, the Reich Ministry of Economy reports that the general manager of Norsk Hydro has expressed his doubts as to the advisability of continuing the above-mentioned production and asks the various Reich authorities to attend a conference on this matter. A copy of this letter was also addressed to Dr. Oster.

59-60

Letter from the general manager of Norsk Hydro, dated 4 August 1943, to the Styre of which Dr. Oster was a member.

52

Dr. Oster received this letter in his capacity of member of the Styre and he submitted it to the Reich Ministry of Economy. Thereupon the Reich Ministry of Economy

61-64

53

Affidavit by Dr. Alfred Hoffmann, former Oberregierungsrat at the Reich Ministry of Economy, dated 1 March 1948. Dr. Hoffmann testifies that Dr. Oster had close relations to him, Dr. Hoffmann's department

Page VI

at the Reich Ministry of Economy and he confirms that the direction of the Stickstoff-Syndikat was in opposition to the economic policy of National Socialist officials. Furthermore, Dr. Hoffmann confirms that Dr. Oster used his influence on behalf of the Norwegian firm of Norsk Hydro and that he opposed the continuation of the manufacture of heavy water. He continues by stating that Dr. Oster objected to the order by the Reich Ministry of Armaments asking Norsk Hydro to supply Germany with

nitric acid and that, over and above this, he supported Norsk Hydro against the German authorities so as to avoid damage to the nitrogen production which might result from the requested production of aluminum and magnesium.

65-67

54

Affidavit dated 1 March 1948, by Dr. Guenther Frank-Pohle, former director of IG Farbenindustrie AG and director of the International Nitrogen Association (INA). This affiant reports that the INA was set up from purely commercial considerations. He continues by giving the reasons why the International Nitrogen Association (INA) was amalgamated with the International Kynolstaf AG/S (IKA) and confirms that Dr. Jacobi, as manager of the INA and Bjarno Eriksen, general manager of Norsk Hydro, had a decisive share in the drawing up of the decision.

68-70

55

Affidavit, dated 9 January 1948, by Erno Becker, former legal advisor of the Stickstoff-Syndikat G.m.b.H. Affiant discusses various points raised in prosecution documents (Affidavit by Dr. W. Jacobi III 7745, Exhibit 611).

71-84

56

Affidavit, dated 20 November 1947, by Dr. Ernst Benn, former chief of the Research department of the IG Farbenindustrie AG. Dr. Benn gives his opinion of Dr. Jacobi's affidavit in 7745. Affidavit Exhibit No. 611. In particular he makes several corrections. Order for corrections filed in Dec. 24, 1947 after the index.

85-

Affidavit

I, Dr. Heinrich COSTER, at present in the Court Prison Nuremberg, having been warned that I am liable to punishment if I make a false affidavit, herewith affirm that my statement is true and has been made in order to be submitted as evidence before Military Tribunal No. VI at the Palace of Justice, Nuremberg, Germany.

The attached report on

Short Survey of the International Agreements
concerning Nitrogen Fertilizers

is a factual review of the development of Nitrogen Agreements

Witnessed and signed by
Witness Dr. Heinrich COSTER

Nuremberg, 23 March 1943

I herewith witness and certify the above signature of Dr. Heinrich COSTER, at present in the Nuremberg Court Prison

Nuremberg, 23 March 1943

Witnessed and signed by
Witness

(Page 1 of original)

Short Survey of International Agreements
concerning Nitrogen Fertilizers

At the turn of the century, Chilean saltpeter and Ammonium Sulphate obtained from the conversion of coal into coke, were the only nitrogenous mineral fertilizers in the world.

The oldest national associations for the sale of coke-plant sulphate were the British Sulphate of Ammonia Federation-London, and the Deutsche Ammoniak Vertriebsvereinigung - Bochum.

1905 Opening of the first synthetic Nitrogen Factory by the
Norsk Hydro Elektrisk Kvalstof A/S - Oslo in Notodden (Norway).

It utilized the electric "arc process" of Birkeland-Edyde.

1908 Opening of the first nitrogen of lime factories

in Germany by the A.G. fuer Stickstoffduenger in Knappeck.

In Jugoslavia, by the French company called Dalmationne.

1909 Agreement between the Badische Anilin & Sodafabrik (BASF).

Ludwigshafen and Norsk Hydro.

The BASF had the same process as Norsk Hydro, this process having been adapted in Notodden, in addition to the Birkeland-Edyde method. The dye factories, formerly Fr. BAYER & Co., Leverkusen and the A.G. fuer Anilinfabrikation, Berlin also participated in the agreement, (Duration of agreement: until 1912).

1912 The BASF begins to operate the first ammonia synthesis in Oppau
according to the HABER-BOSCH Method.

Due to the greater profitability of the HABER-BOSCH Method as compared with the electric arc process, the BASF and both the other firms gave up their interest in Norsk Hydro, and the agreement was broken off.

1917 Opening of the Ammonia Plant at Merseburg (Leuna Werke) by BASF.

(Page 2 of original)

1919 Establishment of the Stickstoff-Syndikat - Berlin.

The endeavors of domestic policy to socialize the German nitrogen industry led to the syndical amalgamation,

of the IG Farbenindustrie A.G. (IAGF), then the only representative of the ammonia synthesis method,

the Deutsche Ammoniak-Verkaufs-Vereinigung - Bochum, as representative of the West-German coke plants,

the SCHEING AG as representative of the East-German coke plants,

the Wirtsch. Vereinigung Deutscher Gasanstalten

the AYER-Stickstoffwerke A.G.

} as representatives

the A.G. fuer Stickstoffduenger

} of Nitrogen of

and the LANZA Elektrochemische Fabriken AG.

} Lino.

As the years went by, all the German nitrogen producer plants joined the Syndikat, which, at the time that it was founded, was a "Delivery Syndicate", later became a "quota syndicate" and from 1943 on was again a delivery syndicate.

From the time that the Syndikat was founded until 1930, the Reich named the chairman of the Administrative Council and one member of the business management. During the entire existence of the Syndikat, the Government sent three additional members to the Administrative Council, 2 members from agriculture, and 1 from the unions. As a result of the shortage of goods, the syndicate, except for reparations deliveries to France, did not export, during the first years of its existence.

1921 First contact between British Sulfate of Ammonia Federation and the Stickstoff Syndikat in Berlin.

The conferences were conducted by Sir David Milne WATSON, Mr. F.C.O. SMYTH, the heads of the Federation, and by the Syndikat, and led to a conference on a broader basis, in Rotterdam, during the same year, among the then four greatest nitrogen producing countries in the world. On this occasion, the Federation and Mr. FUGLES of New York represented the manufacture of By-Products, the Syndikat represented synthetic production (Nitrogen of Lino and coke-plant sulphate were not exported). Chile was represented by its European Sales Agency in London.

The chief aim of this conference was, it is true, to reach an agreement on the price for individual fertilizers. But the subject of a sensible adjustment of the relationship between production and consumption was also discussed. The Chilean Government at the time refused to make any definite commitments as to prices, and explained by saying that because of an explosion in Copahu, the Syndikat would apparently not be able to export, and that due to the crisis in the steel industry, the By-Product exporters probably did not have any export goods either.

(Page 3 of original)

1923 First exports by the Stickstoff Syndikat.

First international sales agreement for Nitrogens.

between the Syndikat and the Federation, on the question of the division of the Java market, then the most important ammonia market, as well as of the pooling of proceeds. During the years following this agreement was constantly renewed and expanded: protection of the markets, where the protected partner had the better developed sales organization; thus for England, the Empire and Spain: for the Syndikat Denmark, the USA, Poland, Brazil, and the Philippines. All other countries were handled by both partners in fair competition.

The Syndikat made repeated proposals to the Federation for a definite understanding for the entire world, including a proceeds pool, but the latter kept putting it off.

1925 First International Nitrogen Conference in Biarritz.

to which the Federation and the Syndikat had invited 10 European countries. Addresses on recognized capacities in the field of agricultural production and utilization of fertilizers.

1926 Second agreement between IG and Norsk Hydro.

Essential contents: IG gives Sydr a license for the HAZE-ROSEN Method, as well as technical assistance, Sale of Hydro production by the Syndikat. Exchange of shares IG Hydro. Duration until 1962.

1928 Second International Nitrogen Conference on the Adria.

with the same agenda as at Biarritz. Mr. C.F.C. SPEYER of the Imperial Chemical Industries, -I.C.I.- in an address, warns of the threatening world crisis in agriculture and of over-production in Nitrogen. IG and ICI decide upon a conference for reaching a more comprehensive agreement than the one between the Federation and the Syndikat.

1929 Conclusion of an agreement between IG and ICI.

The Stickstoff Syndikat accepted this agreement in 1930. Duration 10 years. The agreement regulates questions of production and selling, as well as of agricultural advertising for nitrogen fertilizers for the entire world, exclusive of the USA and Canada. Price regulations, sales conditions and proceeds pooling for Ammonium Sulphate. On this occasion, the ICI represented the Federation as well.

(Page 4 of original)

There had been no further contact with the Chile Saltpeter Industry since the conference in Rotterdam in 1921. As a result of the competition with synthetic nitrogen, Chile had suffered great losses in sales; and even by repeated changes in the sales system, Chilean saltpeter was not able to recover those losses. The Chilean Government openly acknowledged the superiority of the Sales Organization as well as its better sales methods.

1929 Agreement of the Syndikat with the Chilean Government,

concluded with the Syndikat by a Chilean Governmental Commission on prices, conditions, rebates, and advertising regulations. Duration from 1 July 1929 to 30 June 1930. A longer agreement was planned for after that date.

The European Sales Organization of the Chile Saltpeter Industry, represented by Sir Alfred GOLDFINCH only hesitatingly acknowledged the agreement made by his Government.

1929 ICI makes a similar agreement with the Chilean Government,

1929 Understanding between the Syndikat and Dutch Staatmijnen for reciprocal trade imports to Holland and Germany.

Duration: till 30 June 1930.

1929 Conference of the Syndikat and the Belgian Nitrogen Industry, in Paris, upon invitation by the Syndikat.

As a result of the construction of numerous new ammonia synthesis plants in Holland, Belgium, France, Switzerland, Poland, Czechoslovakia, Italy, England, and together with the already obvious world-wide economic crisis, it was to be expected that there would soon be a serious sales crisis in the world nitrogen market. At a conference in Paris, of Belgian nitrogen industrialists under the leadership of Baron JANSSEN von SOLVAY (SOLVAY), an address with complete documentary figures was given concerning this fact and the necessity was pointed out for closer co-operation within the European nitrogen industry. Unfortunately, the statements of the Syndikat were not taken seriously.

As a result of the constantly growing crisis in export nitrogen markets, caused by overproduction and decrease in sales, the German-English-Norwegian Group ("HEN" Group) made up of the Stickstoffsyndikat, the ICI, and Norsk Hydro, decided to invite

(page 5 of original)

the European nitrogen industry to discuss this situation at

1930 European Nitrogen Conference in Ostend.

with the aim of preventing, through joint efforts, the total collapse of the world nitrogen market. After painstaking negotiations under the chairmanship of Gohain-Rat SCHOETZ, the following resolution was passed:

- 1.) The principle of co-operation within the European Nitrogen Industry, as laid down in the invitation to the conference is accepted.
- 2.) Preparations are to be made as soon as possible for the establishment of a cartel to last for many years.
- 3.) Since a certain amount of time was required for the implementation of this resolution as regards 2.), a special agreement is drawn up at first for 1930/31. On 1 August, thanks to the efforts of all,

1930 the Convention de l'Industrie de l'Azote (Agreement of the Nitrogen Industry) ("CIA") was drawn up.

The industries of Germany, England, Norway, Holland, Belgium, France, Poland, and Czechoslovakia, participated. Duration: until 3rd June 1931. Gohain-Rat SCHOETZ was elected Chairman, and he was assisted by a Conseil de Surveillance (Supervisory Council) on which all partners were represented. The basic regulations were:

- 1.) Restoration of harmony between sales marketing possibilities and production, by means of a quota system.
- 2.) A commission of experts made up of representatives from all the groups will check the capacities of all the partners, in order to fix just quotas.

All possible efforts will be made to restrict further expansion of capacity.

- 3.) Domestic requirements will be met first of all by domestic production. Remaining requirements and exports to countries not participating in the Convention will be distributed among the members of the Convention.
- 4.) Understanding on export prices and the principles of agricultural advertising.
- 5.) Centralized sales by IOI and the Syndikat.
- 6.) Nitrogen of lime is not covered by the Convention.
- 7.) Understanding concerning establishment of a "Joint Fund" to which all the members contribute, in accordance with their volume of sales.

1930 An agreement reached between the DEB Group and the Chile

Saltpeter Industry.

No quotas but merely prices for all export countries were agreed upon. Chile will also participate in a joint fund.

In spite of painstaking efforts during the entire year, aimed at concluding a contract for a longer period of time, it was impossible to agree upon an additional extension, due to the aggravation of the sales crisis, upon expiration of the CIA in July 1931. Friendly relations with Chile also came to an end.

A severe price war in all export markets then followed. Prices fell about 50%; most domestic markets of the former CIA partners were protected by the governments concerned by means of duties and import bans. In spite of the drop in prices, sales were not increased.

These unfortunate experiences brought the partners together again.

1932 Signing of CIA Agreement No. 2

The provisions of CIA No. 2 were similar to those of the first CIA. Duration of the agreement: up till 30 June 1933. The Schweizer Stickstoff Industrie also joined.

Due to the danger that the Syndikat's export proceeds for the sale of goods belonging to other partners, would be frozen as a result of German currency exchange regulations, sales were made over to the Internationale Gesellschaft der Stickstoff Industrie A.G. founded in Basel. It had a stock capital of 20 million Swiss francs, distributed as follows:

German Group	41,3%
English Group	11,5 "
Norwegian Group	3,7 "
Dutch Group	2,9 "
Belgian Group	5,0 "
Italian Group	2,1 "
Swiss Group	0,6 "
Polish Group	1,6 "
Czechoslovak Group	0,8 "
reserved for Chile	30,5 "

All the CIA Groups were represented on the Aufsichtsrat. Geheim-Rat SCHMIDT was elected chairman of the Aufsichtsrat.

Since the Internationale Gesellschaft in Basel had no authority over any sales organization, the Syndikat was charged with directing the sales as its agent, but the proceeds went to Basel.

(Page 7 of original)

There were great obstacles to continuing the agreement made with the Chileans in 1930. Two large plants with a capacity of over 1 million (tons of) Saltpeter had been created in Chile by the Guagenheim Group. By a Chilean law in March 1931, the entire saltpeter industry had been combined into one unified trust called "Compania de Salitre de Chile," "Cosach", in which the Chilean Government was a partner. From its very establishment, the COSACH had to contend with financial difficulties. As a matter of domestic policy it was severely attacked, because in the main it represented foreign capital interests. Economically, it was criticised for its organization, especially because of its over-capitalization caused by too high an evaluation of the Guagenheim plants. During the battle of 1930/31, Chilean saltpeter sales had dropped sharply, the COSACH could not meet its obligations, its stocks had to be mortgaged, and before a year had gone by after its establishment, plans were already being discussed in Chile for its complete re-organization.

After long negotiations with the President of COSACH, it is true, a new agreement was signed with the IEM Group in August 1932. But it was not ratified by the Chilean Government, because in the meantime, COSACH, after the overthrow of the government which had founded it, was declared illegal by the new government and was dissolved by law. The receivers for COSACH were entrusted with the management of the saltpeter sales.

In spite of the absence of a formal agreement, the Stickstoff Syndikat and the European Saltpeter Sales Organization adhered to the signed agreement as far as possible.

1939 Renewal of the CIA Agreement, CIA No. 3. Duration: till 30 June 1934.

Negotiations with the representatives of the Chile Saltpeter Industry resulted in a reconciliation of the views held by both sides and to the drawing up of a compromise proposal, which the Chilean Delegation recommended to its government for acceptance. The government was not willing to ratify it, however. As a result relations continued without an agreement, but due to the sensible conduct of both sales organizations, a battle, which would have resulted in a fall in prices but not in increased sales, was avoided in all markets.

After the expiration of CIA 3, the CIA agreements were renewed again and again, and their duration was extended each time.

(Page 8 of original)

1934 Renewal of the CIA Agreement, CIA 4.

Duration: until 30 June 1935.

When there was danger of a gold embargo in Switzerland, the CIA, upon the advice of its Financial Committee, decided to make over the financial transactions which had hitherto been carried out by the Internationale Gesellschaft in Basel to a trustee, and for this purpose, it established the International Nitrogen Association in London, called "INA".

After a gap of three years without a formal contractual relationship, an agreement was again reached with the Chile Industry.

1934 CIA - Chile Agreement No. 2

Duration till 30 June 1935. From this point on, the Chileans now participated in the export markets, with a quota, and a definite percentage of the total consumption of the country concerned, was agreed upon for domestic markets.

1935 Renewal of the CIA Agreement, CIA No. 5

CIA - Chile Agreement No. 3

Duration until 30 June 1938.

1938 Renewal of the CIA Agreement, CIA No. 6

CIA - Chile Agreement No. 4

Planned duration till 30 June 1943, cancelled by the war as early as 31 August 1939.

1939 Extension of the agreement reached in 1929 between IG/Stickstoff Syndikat and ICI

concerning the export markets. Expanded through an understanding for close co-operation in joint handling of new construction projects for nitrogen plants in the world, and similar projects. Duration of agreement till 30 June 1942, backdated to 1938. Agreement cancelled due to the war on 31 August 1939.

1939 Liquidation of the INA - London and

Establishment of the International Kvælstof A/S - Oslo, which had the same duties as the INA-London.

Document Book II OSTER
OSTER Document No. 30
Exhibit No. 1-1-1-1-1

(Page 8 of original)

I herewith certify that the above document is a true and correct
copy of the original.

signature: Holmuth ~~REED~~
Attorney

Miramberg, 23 March 1948.

(Page 10 of original)

Stamp: 12 May 1941

Memorandum

Concerning the Visit Paid to the Dutch Nitrogen Producers in
THE HAGUE on 2 April 1941

Present:

Boudewijn	)	Nitrogen Commissioner
Prowein	)	Staatsmijnen
Ross van Lennep)	
Holtrop	)	Mekog
van Delden)	
Dr. Oster)	
Hanser	)	Stickstoff Syndikat
Suhr)	
Wahl)	

The purpose of the trip was to clarify, through discussion with the Dutch producers, the present supply situation and expected production during the course of the coming year, in order to obtain some point of reference for directing production during the coming year. In addition, the Holland Group was to be given a survey of the Nitrogen situation in the world after the war, as well as the 4 - 5 succeeding years, approximately (Germany excluded).

Supply situation 1940-41:

It is expected that about 93,000 tons of Nitrogen will be available from supplies of domestic production as of 1 July 1940 (11 months) as well as from imports from Germany and Norway. Last year the Nitrogen consumption for ten months was 102,000 tons. (As a result of war developments, May and June were lost, as far as fertilizing was concerned.) Thus, the requirements of Dutch agriculture are assured up to about 91%, as compared with the last year. The Dutch claim that consumption in 1939-40 would have been 20,000 tons of Nitrogen higher, that is about 120,000 tons of Nitrogen, if the fertilizing season had been normal, that is, without any disruptions due to the war. In addition, it must here be stated that a part of the Nitrogen of lime allocated from Norway will apparently not arrive in Holland in

(Page 10 of original, cont'd)

time for it to be applied to the soil. The deliveries have been considerably delayed as a result of the severe obstructions caused by the ice, as well as of the lack of shipping space.

The Dutch have therefore pleaded urgently for additional assistance through imports, explaining that even as a result of climatic conditions alone, the utilization of Nitrogen in Holland was more worthwhile

(Page 11 of original)

then in any other country in Europe, and that indirectly such increased production would, in turn, be to Germany's advantage as well. Count GROTE and Dr. HUBER, with whom the supply situation was discussed, also expressed an earnest request for a greater supply for the Dutch market. Count GROTE will be in Berlin at Easter and will submit his requests to the appropriate authorities, especially the request for somewhat more urea for fodder.

Production Situation 1941-42:

During the coming year the supply of Sulphuric Acid will influence Holland's domestic production greatly. The following supplies of pyrites and/or Sulphuric Acid are available at the present time:

Pyrites	
at Sluiskil	about 25,000 tons of SO_3
in various places	" 17,000 " " SO_3
	<u>about 42,000 tons of SO_3</u>
in the form of 60% acid	about 20,000 tons of SO_3
in the form of 66% acid	<u>about 6,000 tons of SO_3</u>
there is a total amount of	<u>about 68,000 tons of SO_3</u>

The quantity of ammonia produced in 1941-42 in coke and gas plants (so-called "fatal ammonia") requires, for processing into Ammonium Sulphate, about 31,000 tons of SO_3 and or Pyrite. Great difficulties will be involved, if this ammonia is not produced, because only a part can be destroyed. It is therefore desirable that the required amount of Sulphuric Acid (31,000 tons of SO_3) be made available. Furthermore, efforts must be made to have the Dutch nitrogen plants utilize their processing capacities, up to 100% if possible, primarily for saltpeter products.

The following is the picture in detail:

1.) Staatsmijnen:

If their combustion plant is put to full use, Staatsmijnen can combine 45,000 tons of Nitrogen in the form of Calcium Ammonium Nitrate (Kalkammonsalpeter) for 1941-42. In addition, Staatsmijnen have about 6,000 tons of Nitrogen available from synthetic production, which, in view of the shortage of Sulphuric Acid, must be processed at a different processing plant.

(Page 3 of original)

(Page 11 of original cont'd)

2.) Mekog:

For the full use of its capacity (about 15 - 16,000 tons of Nitrogen), Mekog needs 30,000 tons of coal a month, and it is then in a position to process all of the primary Nitrogen into Calcium Nitrate.

(Page 12 of original)

The extent of its production depends solely upon the supply of coal, which will apparently be no better in 1941/42 than it was this year, so that the most that can be counted on is a production of 10,000 tons of Nitrogen in the form of Calcium Nitrate.

3.) Sluiskil:

The Sluiskil Nitrogen Factory is still closed at the present time because the coke-plant gas necessary for its operation is missing, due to the fact that the coke plant has not yet been completed. The coke plant can perhaps be put into operation at half-strength during the month of May at the earliest. An effort is being made to open up the Sluiskil coke plant and, with it, the Nitrogen Factory as well. From the economic point of view, it seems advisable, if coal could be obtained at all to open up at least part of the Sluiskil coke plant, to send this coal not to Sluiskil but to Mekog. Mekog would then be able to apply its entire capacity for primary Nitrogen, that is, saltpeter Nitrogen. In view of the poor supply of pyrites in Holland, it seems inadvisable to process the pyrites still available at Sluiskil (25,000 tons) into Ammonium Sulphate at the Sluiskil Nitrogen Factory as long as the combustion capacity of the Nitrogen Plant is not used to the full. The Sluiskil Nitrogen Factory could be put into operation just the same, however, if the excess primary ammonia (6,000 tons) at Staatssijnen is taken there in tankers (Sulphuric Acid tank boats). The men from Staatssijnen will contact Sluiskil at once on this question.

Examination should also be made of the question as to whether or not, over and above this, additional amounts of primary Nitrogen from Belgian factories (Tertre, Houdeng, Tilleur) can likewise be processed into Nitrates at Sluiskil. Since there do not seem to be any tank trucks available for fluid ammonia, a secondary question to be considered would be whether or not the above-mentioned Belgian factories can also ship the primary Nitrogen to Sluiskil in tankers, in the form of ammonia water (Ammoniakwässer), that is, whether or not Sluiskil was equipped to process ammonia water instead of liquid ammonia.

In the event that the above-mentioned measures cannot be carried out, the following is the total amount of Nitrogen fertilizer that will be available for Dutch use for 1941-42:

(Page 4 of the original)

(Page 12 of original continued)

Mekog	10,000 tons of Nitrogen (Calcium Nitrate)
Staatsmijnen	45,000 tons of Nitrogen (Ammonium Ni- trate of Lime)
Coke and gas plants	10,000 tons of Nitrogen (Ammonium Sul- phate)
Expected stocks on 1 July	about 5,000 tons of Nitrogen
Total:	<u>70,000 tons of Nitrogen</u>

as compared to a
requirement of (accord-
ing to the estimate of
Dutch agriculture),
at least

120,000 tons of Nitrogen

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The Dutch producers raised the question of an additional supply from Germany or Norway. It was postponed till a later date, however. It must be mentioned that only part of the Dutch Nitrogen of Lime Plant (Electro/Amsterdam) can be opened up during the coming year.

At this point, it should be mentioned that the entire situation had been discussed in full detail with Herr De HAEN before and after the conversation with the Dutch producers. We must thank him for a large part of the figures. Dr. OSTER, together with Herr De HAEN, oriented Minister FISCHBOECK concerning the situation. In addition, Herr von BOECK and, as already mentioned above, Count GROTE were informed of our discussions.

World Market Situation:

The situation in the world market was discussed in full with the Dutch producers (except for Germany). Our estimate for the first peace year, as well as for the 4 - 5 succeeding years, was of special interest to the gentlemen. They expressed their gratitude for the far-reaching, painstaking work of the Stickstoff-Syndikat.

With reference to Chile's future participation in the Dutch market, the gentlemen shared our view that a certain quota would apparently have to be promised Chile again. In Holland as well the desire has been expressed that Chile saltpeter be sold through a central organization.

Upon our suggestion that in the future Nitrogen of Lime also be included, as soon as the Dutch plant is in operation, the answer was given that the necessary steps for this had already been taken.

signature: WJHL

8/IV/41
W./B

I hereby certify that the above document is a true and correct copy of the original.

Nuremberg, 23 March 1946

signature: Helmuth Henze
Attorney

END

A f f i d a v i t

I, Otto Gustav Wahl, Hamburg-Rahlstedt, Ferdinandstrasse 3, have been warned that I render myself liable to punishment by making a false affidavit. I state in lieu of oath that my testimony corresponds to the truth, and was given to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice, Nurnberg, Germany.

Up to the time of the collapse of Germany I was acting business manager of the Stickstoff Syndikat G.m.b.H. (Nitrogen Syndicate G.m.b.H.), Berlin N/7, and I managed the Export-Sales Department for fertilizer nitrogen for many years.

On 2 April 1941 Dr. Oster and I were in The Hague, and there I participated in a conference regarding which I made a protocol. I herewith confirm that the attached copy, each page of which I have signed with my name, is an exact copy of protocol made by me at that time.

Hamburg, 23 March 1948

sgd.: Otto Wahl

The above signature - which is known to me - was personally affixed by Otto Gustav Wahl, residing Hamburg-Rahlstedt, Ferdinandstr. 3, in the presence of me, Gerhard H. Rauschenbach, which is hereby certified and attested by me.

Hamburg, 23 March 1948

sgd.: Gerhard H. Rauschenbach
(Gerhard H. Rauschenbach,
Defense Counsel at the Nurnberg
Military Tribunal)

The correct and exact copy of the above document is hereby certified.

Helmuth Henze
Attorney

Nurnberg, 2 April 1948

Certificate of translation

6 April 1948

I, Hanns Ed. Gleichman, AGO-No. A-443029 hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Supplement 2 to Document Book I Oster.

Hanns Ed. Gleichman, A-443029

(Page 14 of original)

Dr Heinrich OSTER

Weipers

Kreis Schluechtern

(16)

(American Zone)

Dear Doctor OSTER,

Mr. LELONG has informed me that an affidavit from me concerning our relations in the past might be of use to you in the court before which you must appear.

I am addressing my affidavit to you in the hope that it will bring you all the help you anticipate; it gives a good description of the nature of our past relations.

Very truly yours,

L. L. HURE.

(Page 15 of original)

A F F I D A V I T

I, General LAMURE, herewith state that I have known Doctor OSTER, Director General of Stickstoff Syndikat since 1930. From then on I met Doctor OSTER at various meetings of the Conference de l'Azote and I had the opportunity of discussing with him numerous questions which were taken up there.

During all these discussions, and upon the occasion when all the decisions were carried out, I found in Doctor OSTER a distinguished colleague who understood the subjects under discussion; if he supported the point of view of the German nitrogen industry, he did so quite correctly, and with the desire of finding a solution capable of facilitating a general agreement, that of the French industry in particular.

During specific conversations that I was able to have with Doctor OSTER, even if we did not have the same ideas on many subjects, it never appeared to me that he could be associated with the Nazi ideology, whose power of attraction in Germany he acknowledged with regret.

I saw Doctor OSTER only once during the war. He had come to Paris in 1941 and had asked to see me. He found out about the manner in which I had had personally to bear the difficult burdens imposed upon my country; he insisted on finding out if he could help me in any way whatsoever; similarly he assured me

(Page 15 of original continued)

that he would do everything he could to facilitate the delivery of raw materials to the industrial installations of which I was in charge. He also said he would make it possible for them to continue operations. I was deeply grateful for this sign of interest shown me by Doctor OSTER.

Under these conditions, I declare, for whatever purpose my statement may be used, that in his dealings with me, in everything that concerned

(Page 16 of original)

France, Doctor OSTER showed himself to have a great depth of vision, for which I am very grateful to him. I also declare that I do not hesitate to bring him my moral support with regard to any tribunal before which he may have to appear.

signature: L. LESURE.

I herewith certify that the above document is a true and correct copy of the original.

Murenberg, 20 March 1948

Solomon HIEF
Attorney at Law

END

(Page 17 of original)

AFFIDAVIT

I, Georges LELONG, Director General of the Comptoir Francaise de L'Azote, herewith declare that I was connected for many long years with Doctor OSTER, Director General of the Stickstoff Syndikat, and that Dr. OSTER never, either by his manner of acting or by any single expression, gave me the impression of being registered in the Nazi Party.

Having had two officer sons in the Army of Liberation, one of whom was killed on 27 April 1945 and the other seriously wounded, I am still furious with anger. Nevertheless, I acknowledge voluntarily, and I emphasize this, that Doctor OSTER came of his own free will, during the winter of 1940-41, to see if I myself, the personnel of the CFA, and all the French members of the industry with whom he had been in contact were having any difficulties with the German army of occupation and with its agencies. I believe that it is thanks to Doctor OSTER's intervention that our industry was not affected by the deportations, except for our unfortunate friend, Mr. R. BERR, martyred at Auschwitz, which he would have prevented if it had been in his power.

I am equally grateful to Doctor OSTER for having placed Mr. MULLER, one of his adjutants, together with the "Deputy for the Nitrogen Industry in the Occupied Territories." Mr. MULLER,

(Page 17 of original continued)

concerning himself in particular with the French Industry,
always tried to give just consideration to our difficulties
and our needs, without trying to adopt an oppressive attitude
against the legitimate aspirations which the agencies of the
CFM were not able to conceal.

Paris, 12 November 1946

G. LEBLONG.

I herewith certify that the above document is a true and correct
copy of the original.

Nuremberg, 20 March 1948

signature: Solomon HENKE
Attorney

(Page 18 of original)

A F F I D . V I T

I, Hans RIEGER, Berlin-Dahlem, Engler Allee 40/42, have been warned that I am liable to punishment if I make a false affidavit. I herewith affirm that my statement is true and was made in order to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice, Nuremberg, Germany.

I have been a commercial employee of the Stickstoff Syndikat G.m.b.H., Berlin No 7, since 1919 and have handled the Nitrogen fertilizer export business to European countries. France was included in this export business from the beginning of the 20's. The Syndikat enjoyed very friendly relations with the Comptoir Francais de l'Azote, of which Herr Georges LELONG was the General Director. In 1940, the latter turned to us with the request that we help him obtain the release of his son from a German prisoner of war camp. Dr. Heinrich OSTER at once undertook steps to do this, a procedure which was not so easy at the time. These steps were successful, but Herr LELONG Junior had already been successful in escaping. This was of course unpleasant for us, especially since, as reason for the necessity of his release, we had stated that he was urgently needed for the work of the Comptoir Francais in the distribution of Nitrogen fertilizer for French agriculture.

Berlin, 12 March 1948

signature: Hans RIEGER

I herewith certify the above signature of Herr Hans RIEGER, resident of Berlin-Dahlem, Engler-Allee 40/42, as having been written in my presence.

Document Book II OSTER
OSTER Document No. 34
Exhibit No.

(Page 18 of original continued)

No. 158 of the Notarial Register for 1948

Berlin, 12 March 1948

The Notary Public:

signature: Dr. Peter von KRAUSE

Stamp: Notary Public in the District of the Supreme Court

(Kammergerichts)

signature: Dr. Peter von KRAUSE

Document Book II OSTER
OSTER Document No. 34
Exhibit No.

(Page 19 of original)

Costs:

Value: 3,000 RM	
1. Fee Paragraph 144, 26, 39	4.00 RM
2. Transaction Turn-over Sales Tax	.12 "
Total:	<u>4.12 RM</u>

signature: Dr. von KRAUSE

Notary Public

I herewith certify that the above document is a true and correct
copy of the original.

Nuremberg, 19 March 1948

Helmut RENTZ
Attorney

END

(Page 20 of original)

Rottemmunster near ROTTWEIL on the Neckar
(Muerlttemberg)
Hospital of the P.D.R.

3 February 1948

A F F I D A V I T

I, the below-signed, Wladimir SCHLITZEL, former Commercial Director of the United Nitrogen Factories of the Polish State, at Woscice and Chorzow, former Deputy of the Polish Nitrogen Industry at the International Nitrogen Convention (C.I.N.), at present in the hospital of the P.D.R. at Rottemmunster near ROTTWEIL on the Neckar (French Zone of Occupation), having been warned that I am liable to punishment if I make a false affidavit, herewith swear that my statement is true and was made in order to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice in Nuremberg.

I herewith declare that the policy of the International Nitrogen Convention, presided over by Dr. SCHMITZ, of which Heinrich OSTER was one of the members, was never dominated by the German Nitrogen Syndicate or by the I. G. Farbenindustrie. The policy of the C.I.N. was determined by the decisions of the Supervisory Council, and the cooperation among all the deputies during the 8 years of the existence of the C.I.N. was most loyal and cordial.

(Page 20 of original continued)

I want to point out in particular that after the invasion of Poland by the Germans and the Russians, when I left my country and went to Hungary, I received a registered letter from Mr. Heinrich OSTER, sent through Copenhagen as a precautionary measure. In this letter Mr. OSTER, in a very friendly manner, invited me to return to Poland to take up my work again, and he guaranteed me personal security and his full assistance. In view of the political situation, I was not able to make use of his offer, and I thanked Mr. OSTER warmly for his kind intentions.

signature: Wladimir SCHLETZEL

Document Book II OSTER
OSTER Document No. 35
Exhibit No.

(Page 21 of original)

Document Register No. 14/48

I herewith publicly certify the foregoing signature of
Wladimir SCHLITZEL, at present resident of Rottensweiler near
ROTTWEIL. Wladimir SCHLITZEL proved his identity by presenting
his identification papers with a photo, made out on 17 July 1946
by Prefect of Police LUXET in Paris, and bearing the number
42 H.L.75 901.

ROTTWEIL, 4 February 1948

Notary Public

signature: SCHELLHORN

Fee 39.26 3 RM

Stamp: Attorney J. SCHELLHORN
Notary Public in Rottweil on the Neckar

I hereby certify that the above document is a true and correct copy
of the original.

Helmut HENZE
Attorney

Marburg, 5 March 1948

123

Otokar DOBIL¹
reditel
sdružení pro prodej dusíkatých látek
společnost s.r.o.
v. Praze.

Prague, 29 January 1947.

Dear Mr. OSTER,

Your letter only arrived four days ago, nonetheless my answer will reach you early enough to be of use to you. I can confirm to the best of my knowledge and belief that I have no complaints whatsoever concerning your attitude during the period of German occupation which was a hard time for myself and for my beloved fatherland, on the contrary I am grateful to you for the way you acted. I owe you gratitude and recognition, not only for my own person - because for me personally it would be more advantageous today, if you had treated me in the manner used by the sinister German rulers -, but also on behalf of my firm and my staff.

You managed it to leave my group in the international cartel, the Convention Internationale de l'Azot, as an autonomous and independent Czechoslovak group, and to support it as such.

You have helped me to mitigate the loss of sales of my industrial group, which occurred due to the separation of the so-called Sudetenland, through a compensation agreement concerning calcium ~~nitrate~~ cyanamide.

You have done my firm and its staff the enormous service to affiliate my firm to the Nitrate Syndicate, - in accordance with the instructions of the former Reich Economic Ministry - but postponing the actual affiliation until the war was over. Throughout all those years you did not appoint to my firm any German official of the Nitrate Syndicate from Berlin, so that my firm and my staff remained unharmed until the end of the war.

You courageously attempted and ~~achieved~~ with the help of Dr. EICHBAUER to have our mutual friend, Zentraldirektor, Engineer

(page 2 of original)

Ladislav JÁNE from Ostrava discharged from the concentration camp, and you actually saved his life, considering the state in which he returned from the concentration camp.

I know that the actions just described were not easy for you to carry out, and to this day, dear Mr. OSTER, my eternal gratitude is yours.

For your sake and for the sake of men like you, I express the heartfelt wish that the German people may sincerely remember their great poet, GOETHE, and that, for its own benefit, as well as for the benefit of the rest of the world, the German people may live in peace and mutual esteem with the other nations. NIETZSCHE and HITLER will have to be forgotten for all time, in their contempt will the German people learn once again to respect itself.

Very sincerely yours

signed DOBIAS.

(page 2 of original)

Prague, 1st of February 1947.

The signed works-council makes this proclamation to the letter of Manager DOBIAS of January 29th 1947 addressed to Mr. OSTER:

- 1.) Mr. OSTER is personally unknown to all members of the works-council.
- 2.) Though our firm was embodied to Stickstoffsyndikat, Berlin, this did not appoint any of its members to our firm and it did not touch to the employees of Czech nationality during the whole time of German occupation.
- 3.) To the other matters could not make the works-council for ignorance of the state of affairs any statement, but it is trusting to its manager - Mr. Otokar DOBIAS

ZAVODNI RADA
Správa pro prodej dusíkatých
látek
spotřební s.r.o.
v Praze
Signature Signature
- 23 -

Document Book II OSTER
OSTER Document No. 36
Exh. No. *****

(page 3 of original)

This is to certify that the foregoing document is a
true and correct copy.

signed Helmut HENZE
Counsel

Nuernberg, 17 March 1948.

- END -

Sworn Affidavit

It has been pointed out to me, Hans RIEGER, Berlin-Dahlem, Engler-Allee 40/42, that I am liable to punishment, if I make any false statements in this sworn affidavit. I state under oath, that my statements are true statements and were made to serve as evidence before Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

I worked from 1919 until the collapse in my last position since 1926 as director in the Stickstoff Syndikat GmbH in Berlin. As department director of the Foreign Countries Sales Department, I was present during many meetings of the Convention Internationale de l'Industrie de l'Azote.

1.) In reply to the question put to me, concerning the behavior and attitude of Mr. HEINRICH OSTER - at present a defendant in Nuernberg - in his position as member of the Vorstand of Farben within the Stickstoff Syndikat, I make the following statement:

There can certainly be no question of a ruthless, partial representation of Farben interests; on the contrary, Dr. OSTER made every effort to ensure that the interests of the other concerns, particularly of the smaller firms, were also observed. In this respect he certainly went beyond the barely essential. In the long run, this policy proved to be the correct one, because it would certainly not have worked out for any length of time to manage the syndicate in a manner which one-sidedly emphasized Farben interests. I never once heard that Dr. OSTER did not have the confidence of all nitrate producers in the syndicate.

(page 2 of original)

2.) The attitude shown towards the foreign members in the Convention de l'Industrie de l'Azote (CIA) also was a loyal one at all times, and concerned with the total interests of all members. Otherwise, would the contracts have been renewed again and again? Nor will any foreign member today be able to reproach the syndicate or Dr. OSTER with having pursued a power or terror policy, as might perhaps have been customary in other cartels.

From my own observation, I know, for instance of the Czechoslovak gentlemen in Prague, that they were by no means ignored by Dr. OSTER, after their country had been occupied by Germany, but instead were given special attention during the meetings. Furthermore, men like Dr. P.C.O. SPEYER, representative of the Imperial Chemical Industries, London, and Bjarne ERIKSEN, today General Manager of the Norsk Hydro Kvaelstof Aktieselskab, Oslo, guaranteed that in the management of the CIA affairs, a policy partial to German interests, even if attempted, could never have been carried out. This is further shown by the fact that the "Czechoslovak Group" in the CIA remained intact even after the occupation of the country, and the ~~Nitrate~~ Nitrogen Sales Association (Stickstoffverkaufvereinigung) Prague retained the supply of its country as a sort of home-market in the meaning of the CIA contracts.

(page 2 of original)

I further know that at one time the representatives of the Chilean Nitro Industry were willing to renew the contract with the CIA, but were stopped from doing so by their government. Although at the time the contract was not formally renewed, the Stickstoff Syndikat in its sales policy voluntarily acted more or less as if the proposed contract had been formally concluded.

I can further testify that Mr. OSTER refused for his part to impose ~~any~~ ^{any} ~~on~~ ^{on} the ~~nitrate~~ ^{nitrogen} industries in the occupied territories

(page 3 of original)

and that instructed the representatives of the syndicate to act with great restraint in this respect.

Mr. OSTER acted on behalf of prisoners and persecuted persons from the ranks of our foreign business friends voluntarily in an exemplary manner, and in most cases with success, despite the personal difficulties which might well have arisen for him from such actions. So he, for instance, immediately offered after the German occupation of Poland the head of the Polish ^{Nitrogen} ~~Nitrate~~ Plant Zjednoczone Fabryki Zwiaskow Azotowych W. Mosciacach i W Chorzowie, Mosciow/Chorzow, who had fled to Hungary, in a letter sent via Portugal, to return to Poland in order to resume his activity selling the products of the aforementioned plant.

3.) After the death of the representative of the ^{Nitrogen} ~~Nitrate~~ Syndicate for Estonia, Latvia and Lithuania, the owner of the Firm Mast, Riga, a capable Jew, by the name of FRAENKEL, was entrusted with this representation some years prior to 1933. For some years after 1933 we retained this representative, although there were frequent conflicts with the Berlin Foreign Trade Agency (Aussenhandelsstelle) because of this fact, which agency even wanted to dictate to us whom we were to appoint as representative in his place. When we finally had to give in to the pressure of this official agency, we voluntarily granted Mr. FRAENKEL a large sum in compensation, to the best of my knowledge to cover two years.

Later on, I believe in 1939, FRAENKEL had to flee from the Russians and had to seek refuge with his brother in Stockholm, from where we received an appeal for help one day. In accordance with his wishes, we then managed through our representative in Spain to get him a transit visa through Spain to Portugal. Only thus, it became possible for FRAENKEL to reach the United States by air, via Portugal. 4.) I did not know at any time that any decisions made by the Commercial Committee (Kaufmannische Ausschuss) of Farben were applied by Dr. OSTER to the Syndicate. For instance, the decision, of which

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- 23 -

Dr. M.W. HOLTROP

Amsterdam,
Rokin 127

To whom it may concern.

Having heard by rumour that Dr. H. OSTER, formerly a managing director of the German Nitrogen Syndicate, is encountering difficulties with the authorities of occupation in Germany, I feel urged to state that I have had regular contacts with Dr. OSTER as a business relation since 1929 and that as such I have come to know him as a real gentleman.

Though I understand that, in the course of events, he has become a member of the N.S.D.A.P., I do not know him to have ever identified himself with Nazi methods or Nazi ideology.

When Holland was occupied by the German forces he did in no way try to get any advantages for the Stickstoff Syndikat out of the greater bargaining power the German industry under those circumstances had over their Dutch competitors. On the other hand he always showed himself keen to use whatever influence he had in favour of Dutch business relations when they found themselves in trouble with the German authorities, as I myself experienced when I was imprisoned in Berlin in May 1940 at the outbreak of war between Germany and the Netherlands (being on that date in Berlin on a Government mission) and as was also experienced by my colleague, the late Mr. G.A. KESSELER, when he was imprisoned as hostage in 1942.

M.W. HOLTROP
Dr. M.W. Holtrop
President of the Netherlands Bank,
Formerly Managing Director of the
Royal Dutch Blast-Furnaces and Steel
Works at IJmuiden.

This is to certify that the above text is a true and correct copy of the document.

Essen, 20 March 1943.

Helmuth HENZ
Attorney

Affidavit

I, Director HOMERINK, residing in Rotterdam/Netherlands, have been duly warned that I shall render myself liable to punishment by making a false affidavit. This affidavit is made in order to be submitted as evidence at the Military Tribunal No VI in Murnberg. I state following under oath:

I am Managing Director of the N.V.Internationale Crediet- en Handels-Vereeniging "Rotterdam", of Rotterdam, the Netherlands, and hereby declare that:

Dr. Heinrich OSTER, Managing Director of the "Stickstoff Syndicat G.m.b.H. at Berlin, has been known to me for many years;

that the said Dr. Heinrich OSTER has always been very cooperative, especially towards the end of the year 1939, in the matter of supplying the required quantities of nitrogenous material, in the form of Sulfate of Ammonia and Urea, to the Netherlands East Indies;

that notwithstanding the then existing arrangements between the N.V.Internationale Crediet- en Handels-Vereeniging "Rotterdam" and the "Stickstoff Syndicat G.m.b.H." giving the former sole-representation rights for the Netherlands East Indies, the said Dr. Heinrich OSTER has always given his consent to the N.V.Internationale Crediet- en Handels-Vereeniging "Rotterdam" for purchases of nitrogenous material to be effected by them in the United States of America for export to the Netherlands East Indies;

that finally during the war-period the said Dr. Heinrich OSTER has repeatedly exerted himself to protect Netherlands' personnel of the N.V.Internationale Crediet- en Handels-Vereeniging "Rotterdam" from possible difficulties with the German forces of occupation.

Rotterdam, the 16th of March 1948

HOMERINK,

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The above signature of Director HOMERINK, residing in Rotterdam,
and affixed before me Marius Catharinus SAMSON in Rotterdam,
is herewith certified and witnessed by me.

Rotterdam, the 16th of March 1948.

signed: M. O. SAMSON
Notary public.

Stamp: M.C. SAMSON
Notaris te Rotterdam.

This is to certify that the above text is a true and correct copy
of the document.

Muenberg, 20 March 1948.

Helmut HENKE
Attorney.

-END-

Document Book II OSTER
Document No. 40
Exh. No.

ALEXANDER HOLST
Direktor for
Bors& Hydros Salgskontor
for Danmark A/S.

KORSHAVE V.
Axelberg, Telefon 14 885
27. Juni 1947

AH/EF.

To whom it may concern: -

As per request, I beg to give the following statement:

During the war, my brother-in-law Dr. J.B. Hjort of Oslo was arrested by the norwegian Quislings; after 6 months imprisonment in Norway, Dr. Hjort was sent to Germany to a german concentration-camp.

As I wanted to go from Copenhagen to Berlin to try to help my brother-in-law, I applied to Dr. H. OSTER, the former president of the Stickstoff-Syndikat G.m.b.H. in Berlin. It was very difficult during the war to get permission to go to Germany and I needed some influential assistance in order to get the permission.

This assistance was willingly given me twice by Dr. OSTER, enabling me to make two trips to Berlin. I had no hesitation in telling Dr. OSTER frankly the object of my visit to Germany and he did all he could to assist me, although he perfectly well knew that my trips to Berlin from a german point of view were illegal.

Alex. HOLST
Copenhagen, June 25. 1947.

This is to certify that the above text is a true and correct copy of the document.

Munich, 20 March 1948.

Helmut HENZE
Counsel

-END-

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ARNOLD SUHR

Amsterdam, 2 March 1948
G.v.d. Veenstr. 50/II
Tel: 97847

Sworn Affidavit.

It has been pointed out to me, Arnold SUHR, Amsterdam (Holland) that I am liable to punishment, if I make any false statements in this sworn affidavit. I state under oath, that my statements are true statements and were made to serve as evidence before Tribunal No. VI in the Palace of Justice, Nuremberg, Germany.

From 4 October 1926 I was an employee of the Stickstoff-Syndikat G.m.b.H., Berlin. In a letter of 8 October 1946, the Stickstoff Syndikat announced termination of contract due to "issolution". I know Mr. OSTER, who was the manager of the syndicate, since he started his work in the syndicate.

I make the following statement: Mr. OSTER knew, that my wife was a Jewess. In order to protect us from the persecution of Jews which took place in Germany, he made use of the opportunity which offered itself in 1936, and transferred me and my family to Holland as representative for the Stickstoff-Syndikat. Although it is most probable that party pressure was exerted on Mr. OSTER to dismiss those employees who were in any way related to Jews, he kept me in my position as representative for the Stickstoff-Syndikat in Holland. After persecutions of Jews started here also after the occupation of Holland, he helped us in every possible manner, and we managed to survive the war.

Concerning business matters, the instructions he gave me were always aimed at a friendly cooperation with the foreign nitrate producers and buyers. Nor did his attitude change after the Nazis had occupied the western European countries; no business or personal advantages whatsoever were to arise from this fact for us. Instead, Dr. OSTER was concerned with the fact that our

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(page 1 of original, cont'd)

business friends were to suffer no disadvantages from the occupation. Wherever it was in his power, he helped foreign business friends in any difficulties which were created for them by Nazi authorities.

In business as well as in human respects, Dr. OSTER never showed himself to be a Nazi, but always helpful and a gentleman.

Amsterdam, 2 March 1948.

Signed Arnold SURR.

The signature appearing above of Mr. Arnold SURR, residing in Amsterdam, Holland, G.v.d. Veenstr. 80/II has been executed before me and is thus being certified by me.

Amsterdam, 2 March 1948
signed J. ZWART
Notary

Stamp: J. ZWART,
Notaris de Amsterdam.

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Exh. No.

(page 2 of original)

This is to certify that the above text is a true and correct copy
of the document.

Helmut HENSE
Council

Buerberg, 6 March 1946.

Affidavit

I, Dr. Alfred HOFFMANN, at present residing at Leverkusen on the Rhine, Kaiser Wilhelm Allee 3, having been duly cautioned that I am liable to punishment if I make a false affidavit, herewith depose and declare that my statement is true and has been made in order to be submitted as evidence before Military Tribunal No. VI at Nuernberg.

Before the war and during the war, until 1945, I was working at the Reich Ministry of Economy, in the department for chemistry.

Soon after the beginning of the Russian campaign, it transpired that in the occupied Russian territories, satisfactory work in the field of economy could not be ensured by relying solely on local Military Government, and on the trustees which Military Government had appointed for individual enterprises or the provisional heads holding the military rank of special leaders. Whereas in the previously occupied territories there was an abundance of qualified personnel to assist the trustees or provisional heads, in the East, this personnel, almost without exception had retreated with the Russian troops. Thus, one had to find ways and means to engage also such personnel from the Reich. The obvious procedure of handing over individual enterprises to specific German firms was not adopted in order to avoid possible conflicts between individual interested parties or even claims for subsequent acquisition.

At that time, monopoly companies were set up for a number of industries including also textile economy. This procedure was, on principle, not

(page 2 of original)

adopted for the chemical industry. For nearly all branches of the chemical industry so-called supervisory companies were set up with very little capital, whose task it was to advise and help the appointed works trustees (loaning of personnel of associate firms, releasing of material for the reconstruction of installations destroyed by the retreating Russians, supply of auxiliary products not available in the occupation zone etc.). The supervisory companies had no influence whatsoever on the plant management, in particular, they had no right to issue directions to the trustees. With regard to self-contained fields of work which, in Germany, had been amalgamated into definite syndicates, these syndicates became responsible agents of the Eastern companies, which had been set up on an independent legal basis. This measure suggested itself in view of the necessity to use every conceivable means to economize on personnel.

Thus, the following were set up by Reich directive:

based upon the Stickstoff Syndikat: the Stickstoff-Ost G.m.b.H.

- based upon the Deutsche Soda- und Natron-Verband: the Soda- und Natron-Ost-G.m.b.H., -

based upon the Deutsche Superphosphat-Industrie: the Superphosphat-Ost-G.m.b.H.

Apart from these three companies, the chemical industry comprised also the Seifen- und Waschmittel-Ost-G.m.b.H. based upon the trade group soaps and washing agents; all other enterprises, not belonging to any of the above mentioned special companies, were incorporated in the Chemie-Ost-G.m.b.H. the responsible agency of which was the economic group Chemical Industry.

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The activities of these Eastern companies were relatively limited; thus, with regard to the Stickstoff-Ost-G.m.b.H., this firm was completely eliminated in the Spring of 1943, when the Reich Ministry for Armaments and War Production took matters into its own hands and, in open contradiction to the hitherto adopted line, appointed a firm as trustees of the only important nitrogen plant, i.e. the Kamenskaja Works on the Dniepr. The liquidation of the Stickstoff-Ost-G.m.b.H. which had already then been suggested by the Stickstoff Syndikat, could, in consideration for the Reich Ministry for Armaments and War Production, only be carried out after military developments had rendered the existence of that company superfluous.

Leverkusen, 25 February 1948

Signed: Dr. Alfred HOFFMANN
Dr. Alfred HOFFMANN

I herewith witness and certify the above signature of
Dr. Alfred HOFFMANN.

Signed: Dr. Hugo SCHRAMM
Dr. Hugo SCHRAMM
Attorney and Defense Counsel

Leverkusen, 25 February 1948

A true and correct copy.

Holmuth HENZE
Attorney

Nuernberg, 8 March 1948

Document Book II OSTER
OSTER Document No. 43
Exhl No.

Stickstoff Syndikat

Gesellschaft mit beschraenkter Haftung

Trade mark

Sender's Postal Address	Telegraphic Address	Telephone No.
Stickstoff-Syndikat G.m.b.H. Esengestickstoff		Local 12 0024
Berlin NW 7, Neustaadtische		Long Distance
Kirchstr. 9		12 7281

Teletype
K 1 Berlin 363
Stickstoffbln

Office Hours
0800 hours-1700 hours
Saturdays 0800-1330 hours

To
The Reich Minister of Economy
through Herr Oberregierungsrat
Dr. LENZ

Berlin W 8
Bakronstr. 43

In Stamp
illegible

Herr Dr. OSTER
" Geh. Rt. KOEHLER
" Dr. WILDHAGEN
" Dr. v. BORRIES
" Dr. KICHENAUER
" Dr. SCHUELE
Herr Dr. SILCHER I.G.

Your Ref. No. Your letter of

Our telephone No. Our Ref. No.

Administration S/V

Our letter of

Berlin NW 7
Neustaadtische
Kirchstr. 9
24 July 1941

Re new company:

We are writing this letter with reference to repeated conversations which we had with Oberregierungsrat Dr. LENZ on the subject of the statute of the new company. During these conversations, we reached an agreement on the wording of the statute and the actual contents of the letter which you are to send to us upon foundation of the new company. As a result of the consultation with Oberregierungsrat Dr. LENZ, this letter requires certain supplements to the draft which we submitted to you together with our communication of the 19th of this month. Enclosed we therefore take the liberty of submitting to you once again, upon request, a synopsis of the matter under discussion.

Enclosure

Heil Hitler!
Stickstoff-Syndikat
Gesellschaft mit beschraenkter Haftung
signed KOEHLER signed SANDER

(page 2 of original)

Back of page

Certificate

I, Egon BECKER, residing at Berlin-Dahlem, Habelschwerdter Alle 12, herewith certify that this photocopy (three sheets) is a reproduction of a copy of a letter, dated 24 July 1941, from the Stickstoff-Syndikat, Berlin to the Reich Ministry of Economy and of the enclosed draft of the same date. The original copy of the letter together with the enclosure are to be found at the Stickstoff Syndikat, in the file "Stickstoff-Ost G.m.b.H. of the former manager of the Stickstoff-Syndikat, Dr. Hans Karl von BORRIES. This certificate has been made in order to be submitted as evidence before Military Tribunal No. VI at the Palace of Justice, Nuernberg, Germany.

In order to show the proper sequence, I have numbered three sheets of the photocopy in my own handwriting on the back of the page, first page, second page and third page respectively, and I have initialled each one.

Berlin, 6 February 1948

Signed Egon BECKER

I, Dr. Peter v. KRAUSE, Notary, herewith witness and certify the above signature of Herr Egon BECKER, assistant judge, retired, residing at Berlin-Dahlem, Habelschwerdter Alle 12.

No. 124 of the Register of Notaries for 1948

Berlin-Wilmersdorf, 6 February 1948

Stamp:

Notary in the district of
the Supreme Court
Dr. Peter v. KRAUSE

The Notary

Dr. Peter v. KRAUSE

1. sheet Egon BECKER

(page 3 of original)

Draft

24 July 1941 S/V

Reich Ministry of Economy to Stickstoff-Ostland G.m.b.H.

With reference to to-day's foundation of your company by the associates of the Stickstoff-Syndikat G.m.b.H. and on the basis of our conversations preceding this foundation, I wish to lay down the following facts:

1.) Your associates have become partners in your company

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not for personal gain but in the interest of the public. You and your associates will be guided by this principle in all measures concerning the company and the partnership in it.

2.) The task of the company, namely assisting the nitrogen enterprises concerned by word and deed, is to mean mainly giving expert advice and directions, providing experts, other workers, materials and spare parts and negotiating for loans.

3.) Your associates will pay from their own funds for the capital shares taken over by them and they will make available the means for current administration expenditure whenever required, in accordance with art. 3 paragraph 3 of your statute. No additional financial burden or disadvantage is to arise from their partnership. In particular, neither the individual associates nor the company as a whole, will be obliged to supply the financial means required by the enterprises supervised by them, means which they will endeavor to procure, if I so desire.

4.) If, in accordance with art. 2 para. 1 section 2 of your statute, I wish to confer further tasks upon you which would demand from you additional financial sacrifices, I shall consult you and if necessary conclude with you a trustee's agreement, settling the details of the new task.

5.) Our plan is that the enterprises to be supervised by you are to pay you an emolument for your work from which you could cover your current administration expenses.

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2. page Egon BECKER

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6.) For all measures concerning the supervised enterprises covered by your mission, I shall, as far as possible, make use of your company. The economic group Chemical Industry will do likewise. Please confirm your agreement with the points mentioned by me in this letter.

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3. page Egon BECKER

A true and correct copy.

Helmut HENZE
Attorney

Nuernberg, 9 March 1948

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OSTER Document No. 44
Exh. No.

Fraulein WOELZ

Deutscher Reichsanzeiger

278

Stamp: DMV Bureau Berlin
Received 29 November 1941
Date
Stamp: Illegible, November 1941

Berlin

(33780)

Local Court Berlin

Department 564, Berlin, 18 November 1941

New registration:

B 59 162 STICKSTOFF OST GESELLSCHAFT MIT BESCHRAENKTER
HAFTUNG, Berlin (Nr 9 Neustaedtische Kirchstr. 9) object of
the enterprise: Supporting by advice and practical help
nitrogen enterprises in the occupied Eastern territory
which are to be reopened by order of the competent
German authorities and directed by German managers.
An additional object of the company is the per-
formance of tasks which, in future, will be con-
ferred upon by the Reich Minister of Economy.
Original capital: 100 000 RM, limited liability
company. The company charter was signed on 1
November 1941. If several managers are appoint-
ed, the firm is to be represented by two managers
or one manager to other with a head clerk. The
company is to be dissolved on 30 June 1944. It may,
however, be dissolved earlier or continued be-
yond that date. The appointed managers are as
follows: 1. Dr. Heinrich OSTER, Chemist, 2. Kurt,
Guenther KOEHLER, Gehelmer Regierungsrat, Berlin,
3. Dr. Max WILDHAGEN, Chemist, Berlin, 4. Dr. Hans
Karl von DORRIES, Merchant, Berlin. Non-registered
entry for publication: Company announcements will
be published in the Deutsche Reichsanzeiger.

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OSTER Document No. 44
Exh. No.

(page 2 of original)

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Certificate

I, Egon BECKER, residing at Berlin-Dahlem, Habelschwerdter Allee 12, herewith certify that the photocopy on the front of this page is a reproduction of a publication in the Deutsche Reichsanzeiger, dated 26 November 1941. This publication is to be found at the Stickstoff Syndikat in the file of the former manager of the Stickstoff Syndikat, Dr. Hans Karl v. KRRIES. This certificate was made in order to be submitted as evidence before Military Tribunal No. VI, at the Palace of Justice at Nuernberg, Germany.

Berlin, 6 February 1948

Signed: Egon BECKER

I, Dr. Peter v. KRAUSE, Notary, herewith witness and certify the above signature of Herr Egon BECKER, assistant judge, retired, residing at Berlin-Dahlem, Habelschwerdter Allee 12.

No. 123 of the Register of Notaries for 1948

Berlin-Milkenriedorf, 6 February 1948

The Notary:

Dr. Peter v. KRAUSE

Stamp: Notary in the district of
the Supreme Court
Dr. Peter v. KRAUSE

A true and correct copy.

Helmuth KEMPE
Attorney

Nuernberg, 9 March 1948

Document Book II OSTER
OSTER Document No. 45
Exh. No.

Dr. Heinz SAUER
Attorney

Hamburg 1, 5 July 1947
Bergstrasse 7/III
9/II

Telephone No.: 32 65 56/57
Banking Account: Vereinsbank
Postal Cheque Account: Hamburg 135228

Affidavit.

I, Dr. Heinz SAUER, Attorney, of Hamburg 1, Bergstrasse 7 III, having been duly cautioned that I am liable to punishment if I make a false affidavit, herewith depose and declare that my statement is true and has been made in order to be submitted as evidence before the Military Tribunal at the Palace of Justice, Nuernberg, Germany.

Having made the above statement I declare as follows on the question of the Stickstoff-Ost G.m.b.H. and Dr. Heinrich OSTER's attitude to this problem:

- 1.) At the time, the Stickstoff-Ost G.m.b.H. had been founded by the associate firms of the Stickstoff Ost G.m.b.H., upon suggestion and order by the Reich Government. The managers of the new limited liability company were the managers of the Stickstoff-Syndikat among them also Dr. OSTER. From the very beginning the syndicate and especially Dr. OSTER considered it very important to remain aloof of the management or even the operation of the nitrogen factories in Russia and to act merely in a supervisory capacity. Dr. OSTER held this point of view 1.) because, from the very start, he did not favor the syndicate taking over the management and 2.) because the management of the syndicate would probably not have been in a position to direct the management or the operating of the factories.
- 2.) Thus the syndicate and again, in particular Dr. OSTER, considered it important that the statute should specify that

(page 2 of original)

the syndicate was to be without financial influence upon the management or the operating of the factories and that it was not be responsible for it, whether financially or otherwise. Since, for formal reasons, the Reich Ministry of Economy did not wish to introduce this explicitly into the statute of the new company, the syndicate arranged that it would send written confirmation of the state of affairs to the Reich Ministry of Economy. This was done in a letter containing numerous points drawn up in great detail. The Reich Ministry of Economy orally expressed complete agreement with the contents of the letter.

- 3.) No associate of the syndicate, not even the I.G. Farbenindustrie A.G. has, as far as I know, ever shown a special interest to the management of the Stickstoff-Ost G.m.b.H. or to that of the syndicate in the new organization or in the work of the G.m.b.H. or influenced the supervisory work of the Stickstoff-Ost-G.m.b.H. It was in particular Dr. OSTER who embarked upon the new task with great hesitation and who, from the very beginning opposed the idea of the I.G. trying to influence the work of the company.
- 4.) In Kamenakoje, Stactarat SCHIEBER severely criticized production progress at the local nitrogen factory and commissioned the Ruhr-Chemie A.G. Holten, that is to say its head, Prof Dr. MARTIN to supervise and direct the factory. From that date on, the Stickstoff-Ost G.m.b.H. ceased its completely supervisory work and merely settled all outstanding orders for materials etc. which had been placed on behalf of, and for the account of, the nitrogen factory. To this point, I should like to add that the Stickstoff-Ost G.m.b.H. acted only on behalf of the Kamenakoje nitrogen works and merely as an intermediary.

(page 3 of original)

The Kamenskoje nitrogen works had its own account with the banks of the Eastern territory. As far as I remember, the Stickstoff-Ost G.m.b.H. had nothing whatsoever to do with the financial aspect of the orders or their payment. In my opinion, the Stickstoff-Ost G.m.b.H. had an absolutely subordinate position, the real importance rested with the Kamenskoje nitrogen works and with its higher government offices. I have never been able to gain a clear picture of conditions there. In any case, the syndicate or the Stickstoff-Ost G.m.b.H. never examined Staatsrat SCHIEBER's credentials when he intervened nor could it have taken steps against his order. I distinctly remember that the management of the Stickstoff-Ost G.m.b.H. and Dr. OSTER were inwardly glad to be rid of a task which they had taken over with great apprehension.

- 5.) No-one from the management of the Stickstoff-Ost G.m.b.H. or the Stickstoff-Syndikat had ever been at Kamenskoje. Only the engineer who had been appointed to the Stickstoff-Ost G.m.b.H. travelled to Kamenskoje a few times in order to discuss with the factory management the orders which it wished to place.
- 6.) As far as I know, neither the managements of the Stickstoff-Ost G.m.b.H. or of the Stickstoff Syndikat, nor, with their knowledge, any associate of the syndicate, ever showed any interest in the acquisition of the factories, especially since, as far as I remember, the statute of the G.m.b.H. explicitly prohibited such a thing. I know only too well that Dr. OSTER severely criticized any such plans.

(page 4 of original)

7.) At the time that it had been planned to set up the Stickstoff-Ost G.m.b.H., this firm had a conference with Herr PASSARGE, the manager of the Ost-Chemie G.m.b.H. in order to adapt the statute of the new company to the already existing statute of the Ost-Chemie G.m.b.H. This conference was merely a conversation concerning formal law during which the syndicate emphasized that it wished to have the aspects mentioned under 2.) considered in the statute, as far as possible.

Signed: Dr. Heino SÄNDER

Document Roll 1947/3038

I, Dr. jur. Wolf HARM, Notary at Hamburg herewith witness and certify the above signature of Dr. jur. Heino SÄNDER of Hamburg, Bergstrasse 7:

Hamburg 9 (ninth) July 1947 (nineteen hundred and forty-seven)

Fee according to 26,39, Legal Fee	
Regulations RM 2,0	
Turn-over Tax	RM 0,26
	<hr/>
	RM 2,26

Signed HARM
Dr. Wolf HARM

Signed HARM

A true and correct copy.

Nuernberg, 8 March 1948

Holmuth HENZE
Attorney

Affidavit

I, Dr. Ing. Peter Assmann, ^{-18, Therksteinweg,} Berlin-Zehlendorf, have been cautioned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my testimony is a true statement of the facts and was made in order to be presented as evidence before the Military Tribunal in the Palace of Justice in Nürnberg, Germany.

The following facts are known to me from my work with the Stickstoff-Ost G.m.b.H. in Berlin:

- 1) Stickstoff-Ost G.m.b.H. was neither responsible for the operation of the Kamenskoje nitrogen plant nor did they exercise any influence whatsoever on the operation of the Kamenskoje plant or on the sale of Kamenskoje products. This was the concern of different Reich officers (Reichsstellen), to wit the "Reich Office for Economic Development" and the "Reich Ministry for the Occupied Eastern Territories."
- 2) In keeping with its articles of incorporation, Stickstoff-Ost G.m.b.H. was responsible for assisting nitrogen plants, advising them and acting for them, i.e., soliciting orders for delivery of materials, machines and other equipment, supervising on behalf of Kamenskoje the execution of orders placed with German factories and firms, organizing the shipment of goods ordered and, in a few isolated cases, hiring German technical and commercial personnel on the free labor market. All this was done by order and for the account of Kamenskoje.
- 3) Stickstoff-Ost G.m.b.H. was to be reimbursed by the plant for expenses incurred while acting on behalf of Kamenskoje, as specified above.

(Page 2 of original)

This repayment was in fact made except for a balance.

- 4) No members of the management of Stickstoff-Ost G.m.b.H. or of Stickstoff-Syndikat G.m.b.H. in Berlin has ever been to Kamenskoje. I myself was only there once in order to discuss questions arising out of the orders referred to above.
- 5) I do not know that Farben ever had the intention of purchasing the Kamenskoje nitrogen plant. On the contrary, I do recall that in 1943 and at the beginning of 1944 Dr. Oster, in his capacity as a member of the Farben Vorstand, told me that the latter on no account wished to acquire the Kamenskoje plant. I mentioned this fact at the time in conferences I had with the Economic Staff East (Wirtschaftsstab Ost).
- 6) Stickstoff-Ost G.m.b.H. had nothing to do with the evacuation or destruction of Kamenskoje.
- 7) About the second quarter of 1943 I learned that Staatsrat Dr. Schieber was dissatisfied with the performance of Stickstoff-Ost G.m.b.H. and the plant management of Kamenskoje and, for that reason, made arrangements for a change. The dissatisfaction was due to Dr. Schieber's view that the Stickstoff-Ost G.m.b.H. had not been active enough in supporting the construction and the reactivation of the Kamenskoje plant. As a result of this view, Stickstoff-Ost G.m.b.H. was precluded from assisting Kamenskoje in the latter's work.

Berlin, 19 August 1947

Signed Dr. Ing. Peter Asmann

I, attorney Friedrich Silcher of 2 Hermannstrasse, Berlin-Zehlendorf, certify that above signature was executed by Dr. Ing. Peter Asmann, 18 Tuerksteinweg, Berlin-Zehlendorf, who signed in my presence.

Berlin-Zehlendorf, 19 August 1947

Signed: Friedrich Silcher

Certified true and correct copy of above document

Nürnberg, 5 March 1948

Holmuth HENZE

Affidavit

I, Ilse Barbara Oster, Weipert/Krs. Schluechtern, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare on oath that my testimony is a true statement of the facts and that it has been made in order to be presented in evidence to Military Tribunal VI in the Palace of Justice, Nürnberg, Germany.

In fall 1940, Herr Dr. Heinrich Oster, my husband to whom I was engaged to be married at the time invited the "Generaldirektor" of the Norsk Hydro A.S., Dr. Axel Aubert from Oslo for supper on the occasion of the latter's visit to Berlin. He introduced Dr. Aubert as a friend who had pursued the same studies as he.

In the course of the conversation, Dr. Aubert asked my husband to enter the Vorstand of Norsk Hydro. My husband and I both objected as we were afraid that my husband would have even less time for his private affairs. Dr. Aubert reassured us that this job would not require much time. Upon renewed requests made by Herr Aubert, my husband in the end gave his consent.

Schluechtern, 16 March 1948

Signed: Ilse Barbara Oster
née Collani.

I certify that Frau Ilse Barbara Oster née Collani, residing in Weipert, Krs. Schluechtern, House #12, executed above signature in her own handwriting in my presence.

Schluechtern, 16 March 1948

Signed: Holland-Corton
Records clerk
Inspector

Seal: Lower Court
Schluechtern.

(Page 2 of original)

Schlushtern, 16 March 1948

I 35/48 fees: (21 - 3000)

in accordance with the regulations (2639 fixing fees for
authentication of signature.

Paid RM 4.-00

March 16, 1948

Signed: Holland Morton,
inspector

Certified true and correct copy of the above document

Nurnberg, 19 March 1948

Helmut Henze,
Attorney-at-Law

Document Book II OSTER
Document No. 48
Exh.No.....

Generaldirektor BRILSEN

at present at Schildberg,
14 January 1944

(stamp: OSTER
24 January 1944)

Dear Dr. OSTER,

I am writing to you with permission of the German authorities.

After thinking over the situation, I think it expedient to suggest that, if necessary, you inform the gentlemen who are being considered for nomination to the Norsk Hydro Vorstand that I shall esteem it a personal favor if they accept the nomination. I assume that a personal message of mine would tend to dispel any misgivings or scruples the gentlemen might have owing to the present political situation in Norway or the fact of my being a prisoner of war.

In this connection I might point out that, if you thought it expedient, Professor RACHE-WIG might possibly make his nomination to the Vorstand contingent upon my release from captivity. Professor RACHE-WIG is well known to the Reich Commissioner and to Senator OTTE.

After your visit I feel that I have good grounds for feeling very hopeful, especially as regards my discharge, and I assume that after your and/or Dr. ILGNER's consultation in Oslo these will be no further impediments. I trust that this period of impatient waiting on my part will soon be over.

Document Book II OSTER
Document No. 48
Exh. No.

(page 2 of original)

May I ask you once again to convey my best regards to my wife and
daughters.

With best wishes to you and Mrs. OSTER

Yours

signed: Bjarne ERIKSEN

Certified true and correct copy of the above document.

Muenberg, 5 March 1948.

Helmut HINZE
attorney-at-law

Norsk Hydro Elektrisk Kvelestat aktieselskab

General direktøren

Oslø, 28 January 1947

To: Dr. H. OSTER

Welpers

Krefe Schlaechtern (16)
US Zone

Dear Dr. OSTER,

I have just received your kind note dated December 28. I am pleased to hear that you and your family are well - in spite of all the unpleasant events.

I hope that conditions will gradually improve. Thank you for your offer of help in procuring records and data concerning the export of nitrogen. We shall be pleased to avail ourselves of your offer if necessary.

Attached is the statement you requested which I hope will be of some use to you. The address of our friend SCHAEFFEL (we were in contact with him after the liberation) is: 3, rue de l'Estrapade, Paris V-eme.

I shall let him know that we have given you his address.

Thank you very much for your regards to my wife and local friends who are all very well.

I will conclude by wishing you and your family all the best for the future.

With kind regards

Yours sincerely,

signed: Bjerne ERIKSEN

Enclosure

Stamp
WAR CRIMES
CENSOR - 15
(initialed)

(page 2 of original)

Norsk Hydro Elektrisk Kvaestofaktieselskap

Generaldirektøren

OSLO

As requested, we hereby certify that our company through Stickstoff-Syndikat G.m.b.H., Berlin has had business connections with Dr. H. OSTER since 1927.

Immediately after the occupation of Norway Dr. OSTER hastened to Norway in order to assist Norsk Hydro and its direction with the intention of protecting the company against German interference in its activities, and, at the same time, to avoid the intervention of our own Norwegian Nazi authorities in the internal affairs of the concern. This was successful, and the importance hereof cannot be overestimated.

During the whole of the occupation, Dr. OSTER continued his endeavours in this respect, not least against Tarboven and the Rikskommissariat, and the Hydro concern and its leaders are greatly indebted to Dr. OSTER.

Oslo, the 28th January, 1947.

(sgd. Bjarne ERIKSEN)

Certified true and correct copy of above document.

Helmuth HINZE
attorney-at-law.

Muenberg, 9 March 1948.

END

Copy

Ministerialdirigent Dr. MÜLLER

Berlin W 8, November 22, 1941
Behrenstrasse 43
Telephonat

REICH MINISTRY for ECONOMIC AFFAIRS
II Chem. 13 351/41

Long distance calls: 16 41 21
local " : 16 43 51

Please quote this reference and topic in further communications.

To: Chairman of the Aufsichtsrat of A.S.

NORDAG

Herrn Generaldirektor Dr. KOPPENBERG

Berlin W 9

Bellebuestr. (sic) 11.

Dear Generaldirektor,

Oberregierungsrat Dr. AEBERCHT of the office of the Reich Commissioner for Occupied Norway informs me that, upon completion of the electrolysis plant Herøen II, you expect to supply electricity from Herøen Hydro if nitrogen production is curtailed.

In this connection, I venture to submit the following points for your consideration:

The European nitrogen supply is most inadequate owing to a variety of factors. Although the actual agricultural demand is in excess of agricultural consumption during the last year of peace, it is impossible, and that is true of all countries, to allocate to agriculture even such quantities of nitrogen as were used by that industry at that time. In Germany, for instance, nitrogen allocation is approximately 80% of the figure for the last year of peace. The economic and political consequences of this inadequate allocation to the food industry, which give rise to the gravest misgivings, have recently been once again the topic of detailed conferences with the Plenipotentiary of the Four Year Plan

(page 2 of original)

They have been so grave as to induce, among others, even the Supreme Command of the German Armed Forces (OKW) - this is confidential information - to check their requirements for industrial nitrogen for explosives and curtail them considerably for the next few months. In addition, considerations are pending to afford nitrogen industries a protection well beyond the security arrangements in force for other vital industries.

The Norak Hydro plant is of the utmost importance within the framework of European nitrogen supply. Its production must be maintained at the present level, especially as occasional deficiencies must, unfortunately, be expected in the output of the nitrogen industry.

I would ask you, therefore, to make allowances for this critical situation in your plans and so to arrange for the expansion of aluminum producing facilities as not to interfere with the Norak Hydro's nitrogen production.

I shall be obliged if you will communicate your view as soon as possible.

Heil Hitler !

signed: Dr. MULERT

The Reich Minister for Economic Affairs Berlin, 22 November 1941

To:

a) Reich Minister for Food & Agriculture, attention of Ministerialrat
LIEHR

Berlin W 5
Wilhelmstr. 72

b) The plenipotentiary general for special questions of chemical production for the attention of Dr. NEUKIRCH

Berlin W 9
Sarlandstr. 128

stamp: OSTER, 26 Nov 1941

Document Book II OSTH
Document No. 50
Bib. No.

(page 3 of original)

c) Stickstoffsyndikat
attention of Direktor Dr. OSTH

Berlin NW 7

Neustaedtische Kirchstr. 9/10

Copy for your information. Please support my endeavors to preserve Horsk Hydro's nitrogen production capacity at its present level.

By order

signed: Dr. HOFFMANN

Stamp: Reich Ministry for Economic
Affairs

Certified

signed: Signature

office stamp

Certified true and correct copy of above document.

Helmuth HENZE
attorney-at-law

Muenberg, 8 March 1948.

END

Document Book II OSTER
Document No. 51
Exh. No.

VICE-MINISTER FOR ECONOMIC AFFAIRS
II Chem 4947/43 gRe.

Berlin W 8, 11 Aug 43
Behrenstrasse 43
Telephone: exchange
No. 16 43 51

Please quote above reference and topic
in subsequent communications.

5 copies

5th copy

EXPRESS

SECRET RICH MATTER

re: Production of SH_{200}

in reply to communication of....
No.

Stamp:
OSTER, 16 Aug 1943

- To: a) President of the Physico-Technical Reich Institute
Herrn Staatsrat Prof. Dr. Esau oVIA
Berlin-Charlottenburg 2
Werner-Siemens-Str. 8/12
- b) OKW, Military Economy Office (Wehrwirtschaftamt)
for the attention of Generalmajor Bocht oVIA
Berlin W 62
Kurfuerstenstr. 63/69
- c) Plenipotentiary General for special questions of chemical
production for the attention of Prof. Dr. C. KRAUSE oVIA
Berlin W 9
Scharlandstr. 128
- d) High Command of the Army (OKH), Army Ordnance Office
for the attention of General der Art. LIEB oVIA
Berlin-Charlottenburg 2
Jebensstr. 1

After the air raid on the nitrogen processing plant of Horsk-Hydro in Haryana, this office, in agreement with Staatsrat Prof. Dr. ESAU, has taken measures to insure that production of SH_{200} will be continued in the Hjukan plant of Horsk-Hydro without any restrictions, the additional costs thus incurred to be borne by the agencies receiving the SH_{200} . Generaldirektor ERIKSEN has protested to the Vorstand of the Horsk Hydro against this order in a letter dated 4 August 1943 copy of which is attached. This objection seems to me so noteworthy that I intend to make it the

Document Book II 08738
Document No. 51
Exh. No.

(page 1 of original, cont'd)

subject of a conference. I have scheduled for Monday, 16 August
1943 15.00 pm. to be held in Conference - -

(page 2 of original)

room 11 on the fifth floor of the main building Behrenstr. 43.

Your attendance is requested.

By order

Signed: Dr. MUEBERT

To:

Stickstoff-Syndikat G.m.b.H.
for the attention of Direktor Dr. OSTER oVIA

Berlin NW 7
Neustaetische Kirchstr. 9/10

Copy for your information. Please attend the conference.

By order

signed: Dr. MUEBERT

Stamp:

Reich Ministry for
Economic Affairs

Certified
signed: signature
Female office clerk.

Rubber Stamp:

Top Secret !

1. This is a state secret within the meaning of Article 86 of the Reich Penal Code, in the version of 24 April 1934 (Reich Law Gazette vol. I, p. 341 at seq.)
2. Only to be handed over personally or delivered, under double cover against receipt, to a personal address.
3. To be forwarded, if possible, by courier or a trustworthy person, if sent by post, value to be quoted as RM 1.050.--
4. Multiplication of every type including preparation of excerpts prohibited.
5. Addressee liable for safe keeping.
Offences against these orders will result in most severe punishment.

Certified true & correct copy of above document.

Muenberg, 9 March 1948.

Helmut HENKE
attorney-at-law.

END

Copy

Norsk Hydro - Elektrisk Kvalstofaktieselskab

4 August 1943

To the Forestand

Manufacture of SH_{200}

Stamp:

Secret Reich Matter

After the tremendous destructions which our plants at Heroya had unfortunately to suffer through the air-raid of the 24th of this month, our entire capacity, with regard to finished products has been reduced to about 40% of its former volume. The natural consequence is that, for the time being, we had to reduce our manufacture of primary nitrogens. The production of ammonia at Notodden has been stopped completely, whereas the production of ammonia at Rjukan (Vemork and Saheim) has been reduced to about half of its former output; our "normal" production of SH_{200} will consequently also be reduced considerably. At the time of the writing of this letter the extent of reduction in the manufacture of SH_{200} as to percentage has not yet been clarified, since rather extensive calculations will have to be made first. The Rjukan potassium nitrate manufacturers without, however, committing themselves, estimate the reduction to amount to about 40%.

The Reich Commissariate and the War Economy Staff Norway demand the power stations and hydrogen stations work at full capacity in order to keep up the manufacture of SH_{200} at full capacity which means that large amounts of hydrogen will have to go into the air and thus be wasted.

Document Book II OSTER
Document No. 52
Exh. No.

(page 1 of original, cont'd)

With regard to this demand I maintained that such "artificial"
increase in the production of SH_{200} would involve such great
dangers for our employees and workers and also for all persons
living at Rjukan, as well as

(page 2 of original)

for our plants at Rjukan that I do not think that I could take the responsibility for any consequences that might arise if this demand is complied with, without first consulting the Vorstand. I also informed them that I personally would advise the Vorstand against taking such measures.

First of all the fact that large quantities of hydrogen are to be let go into the air in that narrow valley of Rjukan, creates an explosion and fire hazard, which may lead to consequences for our plants that would defy any calculation.

Secondly, in my opinion, such "artificial" increase in the SH_{200} manufacture also will increase the danger for our plants in Rjukan to be bombed. Such "artificial" increase of the production cannot be carried through without our employees and workers, and thus the population of Rjukan and many others noticing it, which means that the manufacture of SH_{200} will therefore be considered as war-essential.

In view of the news system, which, as I understand is a fact, it will probably not be very long until "London" gets wind of this new situation.

After the attack on Rjukan of 28 February, during which the entire machines of the SH_{200} plant at Vemork were destroyed, but nothing else, we know that "London" considers the manufacture of SH_{200} as an important war-essential factor. If "London" should learn that production has started again and has even been increased "artificially" we might very well assume that serious attempts will be made to stop that production.

Since we can hardly expect another attack similar to that of last time which was directed only against the SH_{200} plant, we will have to be prepared for a bombing attack similar to that at Heroya, directed

(page 3 of original)

against our plant at Vemork and Bjukan.

The manufacture of SH_{200} as everybody knows, is insignificant in comparison with our other production and for this reason it does not seem justified, especially in view of the fact that this first-mentioned production is used only for experimental research purposes - to increase because of that manufacture of SH_{200} for our large plants at Bjukan and Vemork the danger of being destroyed by bombs.

As can be seen from my above statements, my opinion is that the manufacture of SH_{200} involves under present circumstances such great danger for our plants, that I am not only against our company complying with the demand for an increased "artificial" production, but that we should even stop our normal " SH_{200} production."

I am, in this connection, also thinking of the extraordinarily great importance of keeping up the manufacture of nitrogen for our country - directly through the supply of nitrogen fertilizer to our agricultural industries, and indirectly as an object of exchange for vitally important goods from other Scandinavian countries. Especially during this difficult time for which we also have to experience in our country, the maintenance of a large output of nitrogen as we can produce for the above purposes is so very important for our country that, in my opinion, this production must not be exposed to any unnecessary dangers as is the promotion of scientific research work,

In order to further emphasize the importance of this matter for our company I want to add that - in case the Verstand should against all expectations not share my opinion - I will naturally be loyal and abide by the decisions of the Verstand,

(page 4 of original)

but, in this case I will ask the Vorstand to release me as soon as possible from my position as Generaldirektor of the company.

Referring to the above statements I ask the Vorstand to arrive at the following

RESOLUTION:

The Vorstand, after having taken notice of the Generaldirektor's letter of 4 August 1943, agrees that, considering present circumstances:

- 1) no "artificial" increase in the production of SH₂₀₀ as described in the letter of the Generaldirektor, shall be undertaken;
- 2) until further notice the so-called "normal" production of SH₂₀₀ as indicated in the letter of the Generaldirektor shall not be continued.

Very truly yours

signed: Bjarne ~~SEIKSEN~~

It is certified that the above is a literal and correct copy of the original document.

Holmuth HENSE
Attorney-at-law

Fuerberg, 8 March 1948.

Affidavit

I, Dr. Alfred HOFFMANN, residing at Leverkusen, Kaiser Wilhelm Allee 3, have been duly warned that I make myself liable to punishment if I submit a false affidavit. I declare under oath that my statements are true and were made in order to be submitted as evidence to the Military Tribunal VI at the Palace of Justice, Nuernberg, Germany:

From June 1934 to the end of the war I was employed at the Chemical Department of the Reich Ministry for Economics, first as an assessor and later on as Regierungsrat and Oberregierungsrat. During that time I was constantly in official contact with the Nitrogen Syndicate and with Dr. Heinrich CSTER as the head of the Nitrogen Syndicate. The Reich Ministry for Economics as well as the Reich Ministry for Food and Agriculture both were members of the board of administrators of the Nitrogen Syndicate. As early as at the time of the foundation of the Syndicate in 1919, the Reich reserved the right to be represented in the board of administrators of the Nitrogen Syndicate, in order to be able to coordinate via this committee at all times the interests of agriculture and those of industry by safeguarding first of all the general principles of economics. I myself as the representative of the Reich Ministry for Economics was a member of the board of administrators of the Nitrogen Syndicate since 1938.

The Nitrogen Syndicate kept the Reich Ministry for Economics informed about all important business affairs, about the conclusion of treaties and about any occurring difficulties

(Page 2 of original)

and it made every effort to adapt its policies to those of the Reich Ministry for Economics. Cooperation between the Nitrogen Syndicate and the Reich Ministry for Economics was at all times well-functioning and based on mutual confidence. Neither was this situation changed considerably, when the various offices of the Plenipotentiary for the Four Years' Plan and later on the Reich Ministry for Armament and War Production took over partly or completely important spheres of tasks of the Reich Ministry for Economics. My impression was that the leading persons of the Nitrogen Syndicate did not always approve of the economic policies of those agencies and, for this reason, often tried to ally themselves with the Reich Ministry for Economics; in return they did their share in supporting the Reich Ministry for Economics in all controversies with those authorities. I am thinking, e.g., of the fact that, during the war, Dr. CSTEa always supported the Reich Ministry for Economics and the Reich Ministry for Food and Agriculture in their intentions to supply agriculture as much as possible with Nitrogen fertilizers, counter-acting thus the demands of other agencies which wanted to give priority to the technical sector. I am also thinking of discussions which arose between the Horsk-Hydro at Gals on the one side and the agencies of the Four Years' Plan and the Wehrmacht on the other side, when the latter demanded the Horsk-Hydro to enlarge their plants for the manufacture of "heavy water". Dr. CSTEa, with the support of the Reich Ministry for Economics opposed that enlargement of the plants of the Horsk-Hydro for the purpose of manufacturing "heavy water", because he was afraid - and later developments gave him right - that such plants would become a target for air raids.

(Page 3 of Original)

and the nitrogen plants of Norsk-Hydro which are vital for the nitrogen supply of the Scandinavian agriculture would also be seriously endangered. For that same reason he took steps against an order of the Reich Ministry for Armament and War Production given to the Norsk-Hydro, to supply Germany with potassium nitrate. The Reich Ministry for Economics, on the other side requested and received Dr. OSTER's support in its effort to oppose intentions on the part of the General Plenipotentiary for the Production of Light Metals, who wanted to build an aluminium and magnesium factory at Essen and wanted to have temporary use of electric power, which would have been taken away from Norsk-Hydro for their nitrogen production.

Leverkusen, 1 March 1948

signed: Dr. Alfred HOFFMANN
(Dr. Alfred HOFFMANN)

The above signature executed before me by Dr. Alfred HOFFMANN of Leverkusen, Kaiser Wilhelm Allee 3, is herewith certified.

Leverkusen, 1 March 1948

signed: Dr. Hugo SCHRAMM
Attorney-at-law and Defense Counsel

It is herewith certified that this is a literal and correct copy of the above document.

Bonn, 9 March 1948

Helmuth KENKE
Attorney-at-law.

Affidavit

I, Dr. Guenther FRANK-PAHL, of Oberursel in Taunus, Luisenhof, have been duly warned that I make myself liable to punishment if I submit a false affidavit. I declare under oath that my statements are true and were made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice, Nurnberg, Germany.

Until 1945 I was Direktor of the IG Farben Industry A.G. and signed F. in 1934 (7) I became Direktor of the International Nitrogen

Association (INA). As far as I remember, the reasons leading to the foundation of the International Nitrogen Association (INA) and later on to that of the International Kuelstof A.S. (IKL), were as follows:

In 1930 the partners of the Convention de l'Industrie de l'Azote (CIA) had founded in Switzerland the Internationale Gesellschaft der Stickstoff Industrie Basel (International Society of Nitrogen Industries of Basle). The main task of that association was to settle accounts with the various CIA partners and to guarantee the monies it received for sales made by the CIA as well as to administer a common fund. This fund consisted of contributions from all partners of the CIA. All reimbursements etc. approved by the CIA were paid to the individual plants from that fund.

After the various devaluations of currencies which began in 1931, the members of the CIA began to deliberate how to safeguard their outstanding claims against further devaluations. I worked on the measures which were taken in this direction by the IG Farben. For this reason, upon suggestion of Geheimrat SCHULTZ and Dr. Walter JACOBI, the business manager of the Nitrogen Syndicate, I took part in a meeting of the CIA at Ostende, where these questions were discussed.

(page 2 of original)

Subsequently I went to London with some of the foreign participants of this meeting. We had negotiations with British firms, which were leading in the trade with gold bullions and in time-bargains with gold, in order to carry out our intentions . to safeguard the outstanding claims of the CIA against the devaluation of currency.

Subsequent to these negotiations a small company, the INA, was founded in London, - which was to carry out those measures. The capital of that company was small. If I remember correctly, it was furnished by the Norsk Hydro A.S. of Oslo. Dr. JACOBI who was to manage the affairs of the company, Dr. MOLLWO, as representative of the Internationale Gesellschaft of Basel, Mr. F.C.O SPEYER of the Imperial Chemical Industries - ICI - Herr Bjarne ERIKSEN of Norsk Hydro and I as representative of the Nitrogene Syndicate were appointed directors of the company.

Dr. JACOBI was chosen for this position partly for practical reasons, but also because of personal motives. Dr. JACOBI was Jewish; despite serious efforts on the part of Dr. OSTER, there was no chance that he would be able to keep on holding his position with the Nitrogene Syndicate in Germany. The intention was to give him a new and secure field of activities.

In this connection I want to note that Dr. HIGNER was very much in favor of this development and introduced Dr. JACOBI to his British friends in the banking business in order to get him into a position which would help his life abroad.

During winter 1938/39 the international situation was discussed at the INA. People were afraid that there might be an international conflict which would also involve England. Since the management of the INA was so-to-speak a trustee for the partners of CIA, we felt obliged to be especially careful and to take into account, even the most remote possibilities

(page 3 of original)

We thought of transferring the INA to a country which would, according to all human expectations, not become involved in any European war. Norway seemed to be the best choice. Preparations were made for the transfer of the funds of the INA to the International Kvaelstof A.S. (IKA) which was established for this particular purpose. I do not know the exact date on which the IKA took over the functions of INA, since, at the beginning of the war I resigned, upon suggestion of Dr. JACOBI from my position as a director of the INA.

The idea of transferring the seat from London to Oslo came, as far as I remember, from Dr. JACOBI, Herr ERIKSEN of Norsk Hydro also advocated the idea, and he also arranged for Dr. JACOBI to enter the services of the Norsk Hydro.

The above described measures were taken by the directors of the INA and IKA upon their own initiative. Since I was the representative for the German Group in the Board of the INA and the IKA I naturally kept the German gentlemen, especially Messrs. SCHWITZ, OSTER and ILGNER informed. None of these gentlemen was, however, ever present at any of the meetings of the board of the INA or IKA.

Frankfurt on Main, 1 March 1948.

signed: Guenther FRANK-FAHLE,

The above signature, executed before me by Dr. Guenther FRANK-FAHLE, residing at Oberursel in Taunus, Luisenhof, is herewith certified,
Frankfurt/Main, 1 March 1948

signed: Dr. Walter BACHEM
Dr. Walter BACHEM

I herewith certify that the above is a correct and literal copy of the original document.

Nuernberg, 9 March 1948.

Helmut HENZE
Attorney-at-law,
-END-
- 70 -

Berlin, 9 January 1948

AFFIDAVIT

In connection with the document submitted to me by the attorney Helmut Henze which is appended hereto as enclosure 1, I should like to make the following comments:

1.) In the contracts concluded by the members of the International Nitrogen Cartel (Convention International de l'Industrie de l'Azote, CIA) a distinction was made between the "domestic markets" ("Heimatmärkten") of the individual members of the cartel and "export markets." The domestic market of every national group was defined as the customs area in which the production basis of the particular group are situated; for instance, the domestic market of the Belgian group was constituted by the customs area of Belgium and Luxembourg, the domestic market of the German group lay within the customs area of the German Reich, etc. All other countries were export markets. The CIA-Groups had the exclusive right of selling their nitrogen products within their domestic markets. All groups participated in the sales on the export markets according to a ratio previously agreed upon.

Austria also belonged to the export markets and therefore all CIA-Groups participated in the sale of nitrogen products in Austria. After the incorporation of Austria into the German Reich, Austria remained an export market until the old CIA contract expired, e.g., until 30 June 1938. On the basis of a new CIA contract Austria was treated as though it were a German domestic market as of 1 July 1938, but the German group granted to the other groups a compensation in accordance with the statement of 29 June 1938, appended hereto as Enclosure 2. This statement was accepted by all parties as a fair proposition.

2.) When the CIA contract was renewed in July 1938, the new CIA contract, as far as I know, did not contain any clause

that could be said to be "written in such a way as to take into consideration the special situation which ensued after the invasion of Czechoslovakia."

The CLA contract of 1938 contained only a general "Force-Majeure" clause, a copy of which is appended hereto as Enclosure 3. This clause, however, was also contained in previous CLA contracts, that is to say, it was not caused directly by the invasion of Austria or by talk about an imminent war. Its significance lay in the fact that no group, either by appealing to a higher authority and especially with the alleged excuse of being prevented from fulfilling the provisions of the contract by certain measures taken by the Government, should have the possibility of shirking their obligations.

The corresponding statements in Enclosure 1, in my opinion, are due to an error and a misconception of two different procedures:

- a) The incorporation of Austria into Germany was the direct cause for a written formulation of the principle that the time at which the contract was concluded was the decisive factor in determining which markets were to be domestic markets or export markets. For this purpose the definition of domestic markets in the CLA contract of 1935, which reads:

"by 'domestic market' of a group is to be understood the territory within the customs area of the state in which the production plants of that group are situated,"

was further supplemented as follows:

"by 'domestic market of a group' is to be understood the territory within the customs area of the state in which the production plants of the group are situated at the time of signing of the present agreement."

This new version had nothing to do with the subsequent invasion of Czechoslovakia or with the war.

Altogether I don't remember that, before the annexation of the Sudetenland in October 1939, the outbreak of a war was ever seriously taken into consideration. As proof for this attitude, I would like to mention the fact that in 1938 the German group agreed to pay ahead of time the compensation for closing down the Belgian nitrate factory Bessix-Leval. This compensation in which the German group participated with 47.76 percent, equal to 2,464,190.-- Reichsmark in gold, was originally supposed to be paid in twenty quarterly installments, beginning with 15 August 1938 and ending with 15 May 1943. The German group, however, agreed to have this compensation paid in three installments already on 15 August 1938, 21 September 1938, and 17 April 1939. The German group certainly would not have done that if it had been afraid of a war.

Not even after the annexation of the Sudetenland did anyone seriously think of war as an acute danger, because it was generally thought that the Munich pact constituted a peaceful settlement of this matter.

- b) The occupation of the Sudetenland was the immediate cause for negotiations concerning the fact whether or not, and if so, what kind of, agreements would have to be made in case the CIA/Chile contract would terminate prematurely because of higher forces, and also perhaps for the eventuality that the CIA would be dissolved at an early date. However, this question did not seem urgent at the time, for it was only in the CIA meeting of 27 April 1939 that a decision was made to the effect that agreements concerning the liquidation of the CIA should be concluded in case its mission should end ahead of time, and that the

IMA/London could be replaced by the IKA/Oslo. In a circular dated 3 July 1939, the IMA/London thereupon submitted a draft dealing with this subject which, with a few changes and reservations, was accepted at the CIA convention on 21 July 1939 in the following manner:

"Resolution of the Board of Supervisors concerning the procedure of dissolving the agreement CIA/Chile dated 4 August 1938 and the principles to be applied in the liquidation of rights and obligations of the CIA groups, in the event that the agreement CIA/Chile, the General CIA agreement, and the supplementary agreements of 4 August 1938 would terminate within the course of the year."

This CIA resolution, though it did not refer to the war exclusively, also applied to this eventuality. However, since it was adopted at a much later time--e.g., only after the occupation of Czechoslovakia in the spring of 1939--the above description does not apply either.

3.) As far as I remember, the situation was entirely different from what could be assumed according to paragraph 3 of the statement appended hereto as enclosure 3.

First of all, it isn't at all true that the German producers "had sold the rights to their quota to the English and Norwegian members." This was only a part, and a relatively small part at that, of the German export quota, and the fact that German producers during the year 1938/39 had exported approximately 102,000 tons of Nitrogen is proof for the fact that there was a considerable surplus for export purposes.

It was rather exclusively a question concerning the extent to which the German group wished to participate in the exports and which other CIA partners (Belgium, France, Switzerland, etc.) wished to sell to the DEN group parts of their export quotas against compensation in currency. That the German group did not participate in some of these quota purchases is mainly due to the fact that

they thought the compensation asked, amounting to 15 Pfg. per kilogram of Nitrogen and more, was too high in relation to the returns realized from export. In this connection it must be clearly understood that the groups, which insisted on these quota sales as a prerequisite for signing their contracts, wanted to transform this into a currency transaction by requesting an export quota which was too high, and, on the other hand, insisting on selling part of this quota. Furthermore, the German group had to pay the compensatory sums in free foreign exchange. Such foreign exchange, however, was available only to a limited extent from exports. Therefore, the German group was unable to pay more in yearly compensation payments than the probable receipts in free foreign exchange would be for that year. For the same reason the German group gave up 4,000 tons of Nitrogen to the Norwegian group against compensation. In order to explain this point further I am appending hereto (enclosure 4) a copy of a file memorandum of 2 November 1938, and also a copy of a foreign exchange balance issued by the Nitrogen Syndicate in January 1939 (Enclosure 5). In connection with the latter, I should like to say that the estimating of such foreign currency receipts was difficult because the estimate of CIA sales carried an uncertainty factor of about 10 %, and because the fact had to be taken into consideration that export markets, which up to then had brought in free foreign exchange, could suddenly turn out to be clearing markets. The foreign exchange balance in Enclosure 5 shows a surplus of free foreign exchange amounting to 684,000 Reichsmark based on a CIA sales estimate of 300,000 tons of nitrogen, with the proviso that the above mentioned quota sale to Norsk Hydro would net the German group free foreign exchange amounting to 640,000 Reichsmark. This shows that without this quota sale to Norsk Hydro the German group might have been in danger of having insufficient free foreign exchange.

Apart from the reasons mentioned above, it was also important that the increased demand for fertilizer in Germany had to be filled in the first place. The consumption of nitrogen fertilizer in Germany (as of 1 January 1938) increased

from 572,700 tons of Nitrogen during the year 1936-37

to 718,200 " " " " " " 1938-39,

i.e., by almost 150,000 tons of nitrogen. Against this figure the increase of nitrogen consumption for explosives (nitric acid and ammonium nitrate) was quite insignificant, for during the same period of time it amounted to only approximately 16,000 tons of nitrogen, an amount which, in relation to the consumption of nitrogen fertilizer in Germany and to the export of the same product, scarcely mattered.

Signed: Egon Becker

5. Enclosures

I herewith certify the signature of the assessor Herr Egon Becker, Berlin-Dahlem, Habelschwerdter Allee 12, who is personally known to me.

Number 10 of the Public Notary Register for the year 1948

Berlin-Wilmersdorf, 9 January 1948.

The Notary Public

Seal

signed: Peter von Krause

CopyEnclosure 1

"In 1938 the members of the cartel talked a lot about war and I remember the following characteristic events which gave cause to such talk:

After the invasion of Austria in 1938 I.G. Farben and the German Syndicate maintained that Austria was now a part of Germany and would therefore have to be treated by the International Cartel as though it belonged to the German domestic market. The other members held that Austria was still an export market and refused to consider it as part of the German domestic market. When the cartel agreement was renewed in July a clause was included in the agreement that was to deal with this situation and it was worded in such a way that it also took into consideration the situation which ensued after the invasion of Czechoslovakia.

1938 was an especially notable year, for it was then that the German Nitrogen Syndicate informed the International Cartel that it would not be able to produce sufficient nitrogen to meet its export quota. It therefore sold the rights to its quota to the English and Norwegian members. At the time the reason given was that German consumption of agricultural nitrogen had increased to such an extent that no surplus for export was available. Since all of us had access to the monthly production figures of each member, and since the members assumed that the reports were true and accurate, we in the course of our meetings interpreted the situation to mean that the German nitrogen production was mainly channeled into synthetic gasoline and explosives.

After the Munich Pact in September 1938, war talk no longer remained on a theoretical level. The International Cartel, with its offices in London, had very substantial assets, the income of which was to be used by all the members of the cartel, and it was clear to all of us that a way had to be found to protect these assets from being confiscated in case of war; for it was certain that England would be involved in a war. The members now agreed to the following procedure: A Norwegian association was formed, the counterpart of the London Association, in order to liquidate the London cartel. They counted upon the fact that Norway would not be involved in the war. All documents which would effect a transfer of bank accounts and assets to the Norwegian Association were drawn up.

Expecting transportation difficulties during the war, the members appointed a representative with full powers who would then have to make decisions concerning the transfer of assets to the Norwegian Association and the liquidation of the cartel. On 22 August 1939 when Ribbentrop came to Moscow the cartel transferred its assets to the Norwegian Association as had been previously agreed. On 3 September 1939 the cartel was dissolved and liquidated by the Norwegian Association. During this period Dr. Schmidt was president of the International Cartel and took part in the meetings in which these matters were discussed. Apart from that, he always received the minutes of the meetings and all other reports. Dr. Oster was also informed about these matters.

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I had left Germany and the I.G. Farben in 1935 and from 1935 to 1939 was an employee of the International Nitrogen Cartel in London; the facts testified to above are personally known to me.

signed: Bo.

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Copy

Enclosure 2

Statement of the German Group
concerning the position of the Austrian market in the course of the
Quota allocation of the CIA market.

After the unification of Austria and the German Reich the representatives of the various groups asked themselves whether the German group would give the other signatory parties a compensation for the losses which they suffered by the exclusion of Austria from the export markets. Now that the new CIA contracts are initialed, the German group would like to comment on these questions.

Although the negotiations have led to a situation in which the German group has made considerable compromises with the other groups concerning the export quota, which on the whole constituted a serious burden on Germany, the German group, in order to show their good will, agreed to the following :

- 1) During 1937-38 Austria will be considered an export market; thereby the last sales estimate (as of 1 March 1938) prior to the incorporation of Austria into Germany would be included in the CIA export pool, with exports for Austria amounting to 2,440 tons of nitrogen.
- 2) In 1938-39 and 1939-40, estimating the quotas of all groups according to contract the export quotas of the CIA to be apportioned will be increased by 2,440 tons of nitrogen a year. The quota increase following from this arrangement will be distributed at the expense of the German group.
- 3) A continuation of this compromise regulation beyond 1939-40 is not planned, since it would be no longer justified. Already prior to the annexation of Austria by Germany

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A project concerning the building of an Austrian nitrate factory was near completion, and this factory was to have a capacity beyond the Austrian domestic demand. Therefore, this factory, after its production had reached full capacity, which was expected about the beginning of 1940, would not only have fully replaced CIA exports and exports from Hungary and other producers to Austria, but beyond that would doubtlessly have produced enough to export to other markets.

Paris, 29 June 1938.

signed: Bo.

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Copy

Enclosure 3

XVI.

Uncontrollable Circumstances Clause

(1) If in the country of one of the parties to this contract there should arise circumstances beyond their control or even simply serious events which would prevent the execution of the agreements, the group in question obliges itself to inform immediately the International Cartel and the Trustees. If it should fail to do that, all other groups participating in the agreement and directly affected by the above mentioned events shall have the power to inform the International Cartel and the Trustees of the prevalent situation. In either case, the informant shall call together within a week the contracting parties, who will then examine the situation and agree upon measures to be taken in order to master the situation.

(2) If unanimous decision upon joint action cannot be agreed upon, the problem shall be deferred to arbitration as provided in Article XIX below.

____ signed/Bo.

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Copy

Enclosure 4
2 November 1938
Es/Es.

For Herr LOSS

Memorandum

Re: Letter of the Syndicate to Norsk Hydro dated
27 October 1938 concerning Quota sale.

I am referring to our discussion of yesterday, in the course of which you told me that Herr ERIKSEN was unfortunately ill and asked me to give you and your gentlemen in Oslo some explanatory comments in connection with the above-mentioned letter of the syndicate.

In the course of the GIA negotiations this year one of the points on which an agreement could only be reached with the greatest difficulty, was the amount of the compensation to be paid to Sluiskil for the closing down of the factory. It was our aim to reduce this compensation — which had greatly increased during the last three years of the contract (especially due to the steadily increasing domestic sales) — to an amount which would correspond to the status quo of 1935. Sluiskil, however, maintained that it did not want any compensation at all but that it wanted to produce, and said that if, as a matter of courtesy and in the common interest, they are ready to waive their rights to part of their production the compensation would have to be calculated according to the formula valid until that time, since otherwise they would have financial losses which they would not have if they were able to use its full capacity. We were finally successful in reaching a compromise with Sluiskil to the effect that the domestic sales of 1937-38 were taken as a fixed ratio, so that the part of the compensation which has to be calculated on the basis of domestic sales could in the future not increase beyond 1937-38.

Since Sluiskil emphasized repeatedly that they did not wish to be compensated but only wanted to produce and that the requested compensation was only a corresponding offset for the losses caused by their having to give up some production rights, we took Sluiskil up on their offer and made our agreement dependant on the condition that Sluiskil would be ready to produce ammonium sulphate for us at any time if so desired and would cancel our obligation to pay that part of the compensation which would correspond to this production increase. Sluiskil accepted this condition but we did not set it down in writing because Norsk Hydro and I.C.I. at that time asked us not to continue negotiations with Sluiskil concerning this point, and promised to buy parts of our quota, if it became necessary, for the price of the compensation per kilogram of nitrogen, the payment of which Sluiskil was ready to forego if it were allowed to produce ammonium sulphate for us.

As can be seen from the above, the compensation ratio mentioned in the Syndicate's letter is equal to the amount which Sluiskil received for every ton of nitrogen of its unused capacity, and not, as may be thought, equal to the difference between the amount per ton of nitrogen of the closing-down compensation to be paid to Sluiskil and the average export price for ammonium sulphate per ton of nitrogen.

signed: BECKER
signed: Es.

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Fertilization Year 1938-39.

Enclosure 5

Copy/No.

Foreign Currency Balance Sheet No. 3

GLA Sales 300,000 tons of Nitrogen

I. Payments received

RM

a) From the sale of German products

Egypt	1)	16,466 tons N Ca. Nitrate @ pfg. 42.4)	
		1,280 " " Amm. Sulphate	
		and nitrate " " 34.8)	7,508,000.—
		220 " " Sod. nitrate " " 37.0)	
China	....	3,643 " " S/A " " 29.0)	1,056,000.—
		(Ammonium	
Siam	....	600 " " Sulphate) " " 31.6	190,000.—
Cuba	....		300,000.—

b) Profits from GLA Calcium Nitrate

7,704 tons N Pfg. 45.7 to Pfg. 44.0 131,000.—

c) Quota purchase Hydro

4,000 " " " 16.0 640,000.—

II. Accounts payable

a) Funds

DEN	6,136,000.—
Others	1,018,000.—
	500,000.—

b) Profits from GLA Ammonium Sulphate

23,755 tons N Pfg. 28.6 to Pfg. 29.8 285,000.—

c) Payment for GLA Nitrates which cannot be placed.

Polish Calcium Nitrate 615 tons N @ Pfg. 43.1 265,000.—

d) Reserve for U.S.A. Hydro

estimated as in 1937-38 250,000.—

e) Overhead China

150,000.—

f) Pool Balance I.C.I.

1937/38 s.s. Under supply 5,211 tons N
./.. Cancellation 1,000 " "
./.. already bought 1,576 " "

2,635 tons N

1938/39 s.s. Over supply 4,500 " "

1,865 tons N

@ Pfg. 30.3 ./.. 5%

537,000.—

9,141,000.—

684,000.—

Surplus 1938/39

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Notes:

- 1) Egypt: it is assumed here that no Pounds Sterling will be made available for the payment of old debts in cotton.
- 2) The profit and loss settlement with the I.C.I for 1937/38 and 1938/39 is not yet calculated, since it cannot be surveyed as yet.
- 3) It might also be possible to pay for the undersupply of Chile amounting to a maximum of 2,000 tons of nitrogen @ Pfg. 20.0, of which 50 percent - that would be Reichsmark 200,800 - would fall to the Syndicate's account.

17 January 1939

signed: Do.

A true and correct copy.

Nuernberg, 8 March 1948

signed:
Helmut HENZE
Attorney-at-Law

END

AFFIDAVIT.

I, Dr. Ernst BEHN, Ludwigshafen/Rhine, Hohenzollernstrasse 80, having been cautioned that I render myself liable to punishment for false statement, hereby declare on oath that my statement conforms to the truth and that it was made to be submitted as evidence before Military Tribunal No. VI at the Palace of Justice in Nuernberg, Germany.

Excerpts were submitted to me of Affidavit Document NI 7745 Office of Chief of Counsel for War Crimes, Nuernberg, submitted and sworn to by Dr. Walter JACOBI, New York City, USA., on 7 July 1947.

I have been with the Stickstoff-Syndikat (Nitrogen-Syndicate) ever since it came into being, that is since 1919, and since 1923 have been working in Department "Eadsmon" last in the capacity as chief of this department whose function was that of a liaison-department between the IG and the Stickstoff-Syndikat. I am thus well acquainted with the questions to follow.

The nitrogen industries of

Germany
Great Britain
Norway
France
Belgium
Holland
Switzerland
Italy
Poland
Czechoslovakia

were members of the international trust, the Convention Internationale de l'Industrie de l'Azote (CIA), formed in 1930 for the export of nitrogen fertiliser, which latter in its turn had made an agreement with the Chilean saltpetre industry at some earlier date. Within the CIA, the German-British-Norwegian Group (BEF Group) was leading, which latter was composed of the Stickstoff-Syndikat Berlin, the Imperial Chemical Industries Ltd. London (ICI)

(Page 2 of original)

and the Norsk Hydro Elektrisk Kvelestof AS.- Oslo (Hydro). The contracts made with the individual CIA Groups entitled the IEN Group to buy by way of compensation part of the export quota due to the other groups. The quotas thus purchased were then distributed among the members of the IEN Group according to an established ratio.

The other groups who had built their nitrogen plants at a time when the price for nitrogen on the world market was still approx. 100% higher and who had as yet not been able to write off substantial sums for their plants fund, after prices dropped considerably in the early thirties, that it was more tempting to agree to such quota sales than to export at one's own risk for a poor profit.

For the members of the IEN Group, however, who had been able to write off much higher sums for their plants built at a much earlier date, and who could calculate with much lower prime cost than most of the other

(Page 2 of the original)

groups, the export of purchased quotas was of little advantage, at least for the time being. The partners of the Stickstoff-Syndikat, however, were subject to special conditions. Some of the synthesis plants had started production much later than the plants of the IG and their prime cost, as well as that of the coke and gas plants was thus much higher than the prime cost of the IG. All the same, they agreed up to 1937 to the quota purchases on the part of the Stickstoff-Syndikat. In this year the German nitrogen prices were reduced by approx. 32% by virtue of a German Government decree. For this reason the Stickstoff-Syndikat sold quota to the ICI as early as 1937/38. In 1938/39 afore-mentioned companies of the Syndikat demanded further cession of quota, in particular as the Hydro had always manifested great interest in such quota purchases and was very concerned to have a greater share in the export. On account of this, the Syndikat renounced

(Page 3 of original)

most of its claims for the year 1938/39 in favor of the Hydro.

There was, however, yet another reason which forced the Syndikat in its turn to sell quota. The system of the CIA contracts made provisions for payments through a pooled fund, the Fonds Commun, for purposes of all sort of compensation etc. in the interest of the members of the CIA. The Syndikat contributed to this fund with a sum of several millions, payment of which had to be made in foreign currency as the fund had no use for RM. As the Reichsbank demanded that such foreign currency be taken from the foreign currency profit the Syndikat made through its export, the Syndikat, by careful calculation of the foreign currency profits to be expected from export that had to make sure at the beginning of each year it would later on be in possession of the foreign currency required for the purchase of the quotas. Due to the Clearing agreements made by the German Government, the number of countries in which the Syndikat got foreign currency for its sales and not Clearing Mark decreased continuously and the afore-mentioned calculation became more and more difficult and limited.

I remember that a calculation made at the beginning of 1938/39 in the previously mentioned manner showed only a negligible plus in foreign currency which could easily turn into a minus if, which occurred occasionally, the estimation of the expected export sales proved to be wrong. For this reason alone the Syndikat had to sell quotas to their partners.

Due to the lack of documents necessary, thereto, I cannot tell from memory whether the Syndikat informed the international trust that it would not be in a position to fill its export quota for 1938/39 as it did not dispose over sufficient supplies of nitrogen fertilizer due to the increased home consumption. In case, however, that it did give this reason

(Page 4 of original)

I feel that in view of my many years of experience there I can explain this with the endeavors of the Syndikat not to have to disclose to the other members of the CIA its economic circumstances but solely those which affected its partners.

In any case, it may be said that the conclusion at which Dr. JACOBI and others arrived in ignorance of the afore mentioned circumstances is wrong, as the figures quoted below prove beyond a doubt

(Page 3 of the original)

that in the year 1938/39 the Syndikat was in a position to meet its full quota, that is to supply approx. 11,000 tons more nitrogen than it did supply.

Production of the partners
affiliated to the Stickstoff-Syndikat:

	<u>1937/38</u>	<u>1938/39</u>
Fertilizer nitrogen	744,000 tN (87.8%)	838,400 tN (87.7%)
Technical nitrogen	103,400 tN (12.2%)	117,700 tN (12.3%)
	<u>848,200 tN</u>	<u>956,100 tN</u>

The portion of nitrogen for technical purposes, which included the requirements for the manufacture of powder and explosives with 2.8 and 3.4% of the total production, respectively, calculated in percentage shows a quite negligible increase in 38/39 as compared to the total production, and an absolute increase by 14,000 tN.

But also when comparing available stocks originating from synthetic manufacture at the beginning of the years 1937/38 and 1938/39, it becomes evident that the Syndikat was fully able to meet all requirements. These stocks only include fertilizer usually exported by the international trust, that is they do not include calcium nitrate:

(Page 5 of original)

<u>Available stocks of the synthetic plants:</u>	<u>On 1 July 1938</u>	<u>on 1 July 1939</u>
domestic	68,000 tN	82,550 tN
abroad	<u>11,800 tN</u>	<u>10,300 tN</u>
total	<u>80,000 tN</u>	<u>92,850 tN</u>

Thus several times the quantity of the share the Syndikat sold
of its export quota 11,000 tN was available and could also have been
placed at the disposal of the trust for export.

Ludwigshafen/Rhine, 30 November 1947.

Signed: Ernst BEHN.

Document Zoll No. 2775/47 A.

I, Dr. Karl ACKERMAN, Notary Public in Ludwigshafen on Rhine, herewith
certify and testify that Dr. Ernst BEHN, merchant, resident in Ludwig-
shafen on Rhine, Hohenzollernstrasse 80, is the author of the above
signature which he wrote in my presence this place on 21 November 1947.
Ludwigshafen on Rhine, 21 November 1947.

Signed: Dr. ACKERMAN
Notary Public.

Seal:
Dr. Karl ACKERMAN
Notary Public in Ludwigshafen on Rhine

Certified true copy of the above document.

Muornberg, 23 March 1948.

Helmuth HANKE
Attorney

Document Book II CSTEII
CSTEII Document No.
Exhibit No.

CERTIFICATE OF TRANSLATION

1 April 1948

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book CSTEII II.

Index (1-7)	Rose WEAVER Civ. No. 20 110	.....
Pages 1-21	Ephraim LEVIN Civ. No. D-153 535	.....
Pages 22-34	Ernest SCHAEFER	.....
Pages 34-37	Rose WEAVER Civ. No. 20 110	.....
Pages 48-50	Günther WELER Civ. No. 35 268	.....
Pages 51-70	Ther. v. SEUFFERT Civ. No. D-397 929	.....
Pages 71-84	Johanna E. REISCHER Civ. No. D-397 961	.....
Pages 85-89	Alice BLUM Civ. No. 165 89	.....

Case 6
Defense

TRIBUNAL VI

CASE VI

Addendum

to

Document Book II for Dr. Heinrich OSTER

Submitted by
the defendant
Helmuth HEWLE
Attorney-at-Law

Young



DUFOUR, Notary
25221

27 April

15 Bould. Poissonniere, Paris

ER 88568

Before Mr. Leon DUFOUR, notary of Paris
FRENCH REPUBLIC appeared:

Affidavit by
Monsieur LELONG

Monsieur Georges LELONG, Managing
Director of COMPTON FRANCAIS DE
L'AZOTE, INC. with the seat at Paris
avenue Kleber, No. 58; Monsieur LELONG
resides at Saint-Germain-lès-Arpajon
(Seine-et-Oise).

He asked Mr. DUFOUR to whom he is known to take
down the following affidavit:

I declare under oath and without coercion what follows:

For very many years, I maintained relations with Dr. OSTER,
the Managing Director of the STICKSTOFF-SYNDIKAT, and Dr.
OSTER neither by word nor deed ever gave me the impression
of being a member of the Nazi Party.

I had two sons who were officers in the French Army of
Liberation. One was killed on 27 April 1945 while the other
was seriously wounded; I have retained very vigorous re-
actions against those who have caused me to suffer in such
a manner. However, I gladly recognize and stress
stored at the fact that during the war Dr. OSTER came to
Paris 3 see for himself whether the Director and the per-
Notary 28 sonnel of the COMPTON FRANCAIS DE L'AZOTE as
April 1948 well as all other personalities of the nitrogen
Vol. 222 industry with whom he had maintained relations had
100 francs any difficulties with the German Army of Occupation
and its agencies. I guess that it was due to Dr. OSTER's
action that our industry was not hurt by the deportations; I
am even certain that he would have voided the disappearance
of our unfortunate friend, M.R. BERR, the Managing Director
of the Etablissements KUHLMANN, if this had been within his
power.

I am also thankful to Dr. OSTER for having placed at the
disposal of the "Director for the Nitrogen Industry in Oc-
cupied Territories" one of his assistants, Mr. MULLER, who
in due regard for the French industry always tried to take
into consideration our difficulties and needs in a decent
way and to avoid taking an oppressive position against the
legitimate aspirations of the agencies of the COMPTON
FRANCAIS de L'AZOTE.

Finally, with regard to Dr. OSTER's action at the Inter-
national Nitrogen Convention (C.I.N.) I must state that the
STICKSTOFF-SYNDIKAT of BERLIN was not alone in determining
the policy of this organization, that was the task of the
SUPERVISORY COUNCIL at which all groups of the International
Nitrogen Convention were represented so that all decisions
were adopted by a general decision.

This statement was made in order to be introduced at the
trial of C. 55 VI before the American Military Tribunal No. VI
at Nurnberg."

(page 2 of original)

Thereupon this affidavit was drawn up and signed by Mr.
LELONG before M. DUFOUR.

Sealed.

Done and passed at Paris, boulevard Pois-
sonniere number 15 before the undersigned
Year 1948
27 April

nothing erased

G.L.

I have re-read and compared and signed this
statement before M. DUFOUR

DUFOURS

LELONG

Me. DUFOUR NOTARY AT PARIS
COURT OF APPEALS

I herewith certify that the foregoing is a true and
verbatim copy of the above document.

Nuernberg, 10 May 1948

Helmut HENZE
Attorney-at-Law

CASE 6
TRIBUNAL VI

DEFENSE

OSTER

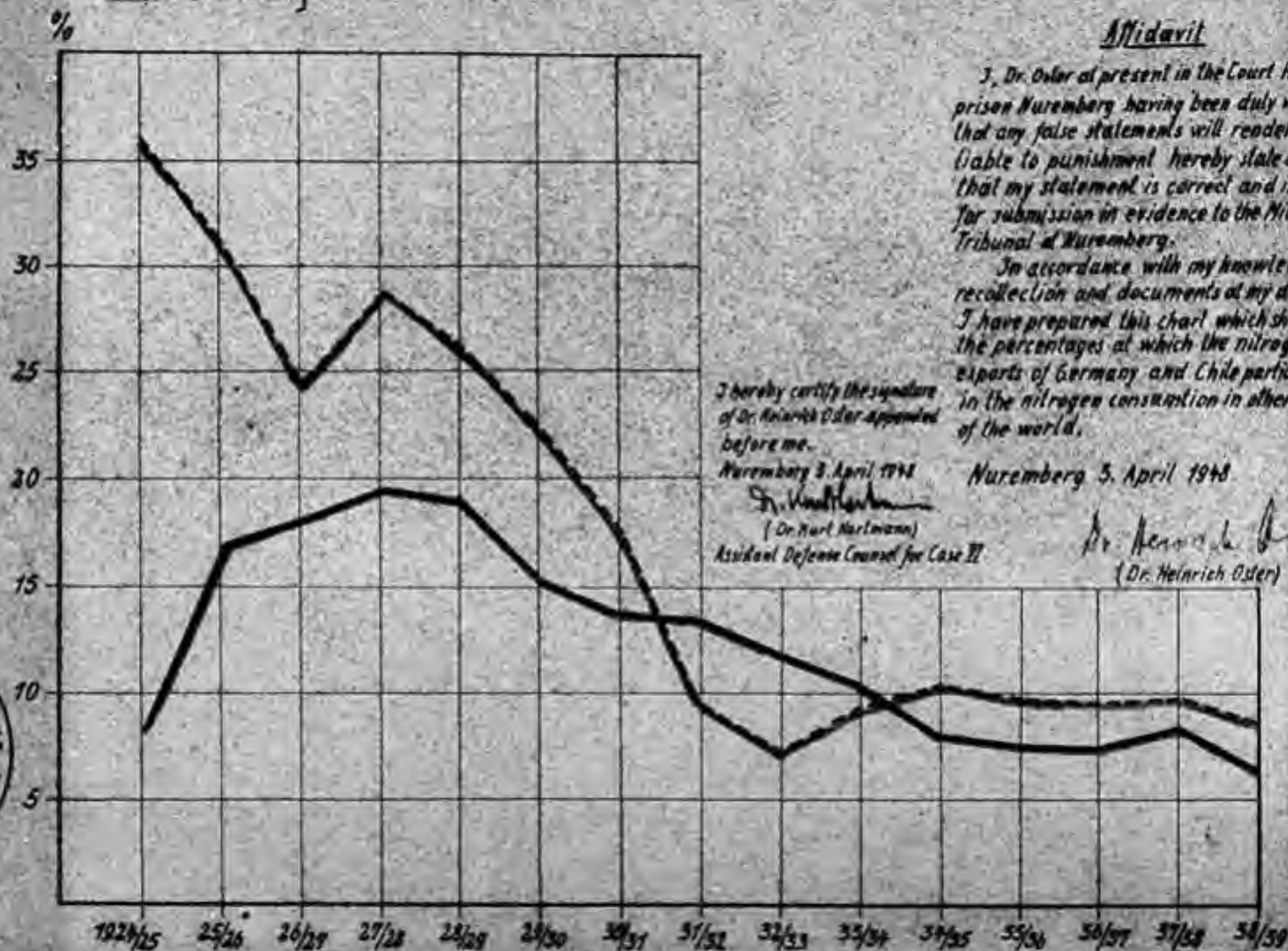
Loose Copies of Do's sep distributed

Pages = 54
Exhibits = 33

ENGLISH



— German } quote on nitrogen consumption in other parts of the world
— Chilenien }



I hereby certify the signature
of Dr. Heinrich Oster appended
before me.

Nuremberg 3. April 1948

Dr. Kurt Hartmann

(Dr. Kurt Hartmann)

Assistant Defense Counsel for Case II

Affidavit

I, Dr. Oster at present in the Court House
prison Nuremberg having been duly warned,
that any false statements will render me
liable to punishment hereby state on oath
that my statement is correct and is made
for submission in evidence to the Military
Tribunal at Nuremberg.

In accordance with my knowledge,
recollection and documents at my disposal,
I have prepared this chart which shows
the percentages at which the nitrogen
exports of Germany and Chile participated
in the nitrogen consumption in other parts
of the world.

Nuremberg 3. April 1948

Dr. Heinrich Oster

(Dr. Heinrich Oster)

MILITARY TRIBUNAL

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Roll 91

Target 3

Schmitz (part)

1-3

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Case 6
Defense

Document Book

SCHMITZ

Volume I

(Documents No. 4 to 17,
Pages 1 - 107)

Submitted by Counsel for the
Defense Dr. Rudolf DIX

Long



DOCUMENT BOOK I SCHMITZ
Index

I n d e x

of Document Book I

(Subject: "Alliance of I.G. with HITLER")

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4		Affidavit, dated 8 September 1947, of Dr. Wilhelm Ferdinand KALLS, from 1916, member of the Joint Council (Gemeinschaftsrat) of the German Dyeing and Finishing Factories, the decisive body for the foundation of the I.G. Farbenindustrie; from 1926 to 1938, member of the Verwaltungsrat; from 1926 to 1945, member of the Aufsichtsrat of the I.G. and from 1938 to 1945, its deputy chairman. Witness who, from 1925, until the seizure of power, was commissioned with attending to the interests of the I.G. against the political parties, describes the attitude of the I.G. in favor of world economy and peace, the struggle against the right-wing radicals and the NSDAP prior to the seizure of power, the relations of the I.G. towards German interior politics. He corrects the reproach of an undemocratic economic policy of the I.G. and describes the reasons decisive for the merger of the German chemical industry.	1
5		Affidavit, dated 4 October 1947, of Dr. Wilhelm Ferdinand KALLS. In reply to individual questions	8

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witness describes the personality of Dr. Carl Duisberg, from 1926 to 1935, Chairman of the Aufsichtsrat; and of Dr. Carl BOSCH, from 1926 to 1935, Chairman of the Vorstand and from 1935 to 1940, Chairman of the Aufsichtsrat of the I.G. He speaks about the relations of BOSCH to the defendant Dr. SCHMITZ, the circle of political advisers of Dr. BOSCH, furthermore the assistance given to the press of the center parties before and after the seizure of power, as well as about the question of the participation of the I.G. in representations made by the Industry to HINDENBURG, with the object of assisting HITLER to power.

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Affidavit, dated 17 December 1947, of Dr. Hermann BUECHER, from 1928 to 1946, member and chairman of the Vorstand of the Allgemeine Elektrizitätsgesellschaft (AEG), regarding the personality of Dr. Carl BOSCH. On account of his most intimate knowledge, witness gives an impressive description of this man, who was of equal importance as scientist, industrialist and human being. He describes his unequivocal antagonism towards HITLER and National Socialism. He explains in detail the reason for the merger of the I.G. firms. Witness states: "The decisive years for Germany and therefore also for the German economy were the years immediately prior to the HITLER period and the first two years after the so-called seizure of power".....

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"During these decisive years between 1928 and 1934, Carl BOSCH and Duisberg, as well as the above mentioned members of the Verwaltungsrat of the I.G. Farbenindustrie A.G., (referring to von RATH and HAEUSER, Karl and Arthur von Weinberg, Oppenheim and Plöninger)

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		have borne the entire responsibility for this enterprise"..... "They, (i.e. the defendants), however, had no decisive influence on the shaping of things during the period when the most important decisions were made in the I.G., and when the firm was still able to make decisions according to its own independent judgment."	
7		Affidavit, dated 6 November 1947, of Dr. Alwin MITTASCH. With respect to the subject, "Alliance of I.G. with HITLER", only the explanations regarding the humane, pacifist attitude of Carl BOSCH are referred to in this connection, while the statements regarding the foundation of the synthetic ammonia industry will be referred to in the course of the argumentation of other defense counsels.	37
8		Affidavit of Dr. Karl HOLIERMANN, from 1929 to 1946, Director and Chief of the Patent Department of I.G., Ludwigshafen, regarding the foundation of the industry of synthetic ammonia by Carl BOSCH, as well as BOSCH's attitude towards anti-semitism, militarism and Chauvinism. (The remarks to the preceding affidavit are to be applied accordingly).	47
9		Affidavit, dated 26 October 1947, of Professor BOOPS, Heidelberg, regarding the political attitude and the human personality of Carl BOSCH.	61
10		Affidavit, dated 29 December 1947, of Geheimrat ZENBECK, member of the board of directors of the "Deutsche Museum", regarding criticising statements made by Carl BOSCH in his speeches of 7 May 1939, and the effects of these statements by BOSCH.	63

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11		Certified copy of a letter, dated 8 May 1939, from the director of the "Deutsche Museum" to the Bavarian Minister President SIEBERT, in order to clear up the situation due to through Geheimrat BOSCH's speech of the previous day. (BOSCH was forced to resign from his position of chairman of the board of directors of the Deutsche Museum).	65
12		Affidavit, dated 15 December 1947, of Baronin Hildegard von VILTHEIM, nee DUISBERG, which shows that in the summer of 1932, her father rejected an application of the Ruhr industrialist, Fritz THYSSER, for financial support of the NSDAP.	67
13		Affidavit of Erwin KRITZER, from 1920 to 1935, head of the economic secretariat of Geheimrat DUISBERG. Witness testifies that DUISBERG opposed National Socialism on principle, clearly expressing this opposition in numerous letters. He states that, after the seizure of power by the National Socialists, DUISBERG was dismissed from almost all positions which he held in German public life. He states instances of DUISBERG supporting persons who had been dismissed from their positions by the National Socialist regime or who had otherwise had troubles, and mentions the strongest restraint in official quarters in Germany, as far as it already was under the influence of the party at that time, on the occasion of the funeral ceremonies for DUISBERG.	70
14		Affidavit, dated 16 December 1947, of Erwin KRITZER, in which he confirms	74

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that the following seven exhibits come from the original files of DUISBERG's secretariat and that they are carbon copies or verbatim copies of the original letters.

- a) Copy of a letter, dated 21 June 1931, from Geheimrat Dr. KIRDORF, Muelheim-Ruhr, to Dr. DUISBERG, in which the former opposes the support given to the Brüning government by the Reich Association of the German Industry directed by DUISBERG.
- b) Carbon copy of Dr. DUISBERG's reply to Geheimrat KIRDORF, dated 26 June 1931, in which he explains his support of Reich Chancellor Dr. BRÜNING and disavows himself from "the National Socialists whose economic conceptions were quite unclear, and the Conservatives (Deutschnationale) who persevere in their inflexible opinion."
- c) Copy of the reply of Geheimrat Dr. KIRDORF, dated 5 July 1931, to the letter sub b).
- d) Copy of a letter of Geheimrat DUISBERG to Frau Elsa BRANDSTROM-ULICH, dated 8 August 1933, which shows that DUISBERG used his influence for the economic security of addressee after her family had got into economic distress through the dismissal of her Social Democratic husband from the position of Ministerial Counsellor and professor of the College of Technology.
- e) Copy of a letter of Geheimrat DUISBERG to Director General of the HAPAG (Hamburg-America Lines), L. Oboussier, dated 5 January 1934, in which he again uses his influence on behalf of the Ulich-Brandstrom family.

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		f) Copy of a letter of Geheimrat DUISSBERG, to the Provincial Board of Education (Provinzialschul- kollegium) at Koblenz, dated 24 April 1933, in which he calls the suspension of the Director of the Carl DUISSBERG High School at Leverkusen an illegal action, and uses his influence to obtain other employment of equal im- portance for the said person.	
		g) Copy of the reply of the Oberprä- sident of the Rhine Province, Department of High-School matters, dated 29 April 1933, "The mayor of Leverkusen was not authorized to suspend the Director of the High School from office. The necessary measures have already been taken."	
15		Affidavit of Erwin RITZER, dated 17 90 December 1947, that the attached sketch of a newspaper article, "Hindenburg - or the others?" was personally corrected by Geheim- rat DUISSBERG in his handwriting and published by DUISSBERG in 1932, in German newspapers on the occasion of the election of a Reich President.	
		The article shows an unequivocal rejection of any radicalism from the left - right wing, and in particular a clear position favor of the BREITENBURG government.	
16		Circular of the Reich Association of the German Industry to its members, published in the "Frankfurter Nachrichten" of 17 August 1930.	101
		The Reich Association, directed at that time by DUISSBERG, states, "True to the political and economic line always pursued by the Reich Association since its foundation, the Asso- ciation believes it should ask its members to give their assistance by collaboration with, and voting for	

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		only such constitutional parties, which clearly support the conservation and development of private enterprise and private property."	
17		Obituary for Geheimrat DUISBERG, published by Professor Henry E. ALSTROM in "The Times" of 27 March 1935.	104

I certify that all the Documents contained in this
Document Book agree verbatim with the Documents
submitted to the Tribunal.
Nuernberg, 6 January 1948.

Dr. Rudolf DIX
Attorney-at-Law.

I, Dr. Wilhelm Ferdinand KALLÉ, 77 years of age, resident in Tutzing on Lake Starnberg, 37, Hauptstr., am aware that I render myself liable to punishment by making a false affidavit.

I declare under oath that my statement is true and was made to the best of my knowledge and belief in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuremberg.

From 1916 on I assisted in the formation of the Interessengemeinschaft of the German Aniline Dye Factories in the competent corporation, the Gemeinschaftsrat (the Joint Committee); and thereby also in the preparation and foundation of the I.G.-Farbenindustrie in 1925. I am therefore thoroughly familiar with the intentions and plans which were essential at that decisive time. All the more so since I was entrusted with the compilation of the records concerning the negotiations and settlements. From 1919 onward I acted as delegate in Berlin, namely as a member of the Deutsche Volkspartei (German People's Party) at first in the Prussian Parliament and from 1924-1932 in the Reichstag. Since, from 1925 onwards, I was expressly entrusted with upholding the interests of the Konzern in dealings with the political parties, I am well acquainted with the relevant wishes and intentions of the I.G. management. On the strength of my thorough knowledge of the developments I can testify the following:

1. General attitude towards world economy and peace.

It is in conformity with the development of the German aniline dye industries which worked mainly for the world market and only to a small percentage for the German market and which, since the eighties of the last century, maintained branches, and often branchfactories, in the industrial countries of all continents, that these dye factories united in the I.G. showed an attitude for the maintenance of peace, all the more so since World War I had already caused the I.G. immense damage through the loss of foreign branches and through the seizure of valuable patents. Not Germany alone, but the entire world, was affected by the solution of many great scientific problems solved by the I.G., as for instance the production of synthetic nitrogen gained from the air, and of the synthetic gasoline produced from coal, the remedies for syphilis, malaria, sleeping-sickness and many other diseases; and the I.G. was always interested in letting the entire world benefit by this success.

Therefore it was absolutely natural that at the time of the Weimar Republic the competent authorities of the Konzern had, whenever the opportunity arose, successfully supported a peaceful development and had prevented the development of chauvinistic tendencies. This was proved especially by the great

industrial combines as well as by the Reichsverband Der Deutschen Industrie and in the "Verein zur Wahrung der Interessen der chemischen Industrie Deutschland", (Association for the safeguarding of the interests of the German chemical industry) in the directorate of which competent gentlemen of the I.G. were permanently employed and had often held the position of chairman. For instance, I quote Carl DUISBERG, who for a long time headed the Reichsverband der Deutschen Industrie and Adolf HASSE who was the manager of the "Verein zur Wahrung der Interessen der Chemischen Industrie Deutschlands". This fundamental attitude towards world politics was also adopted towards the parliaments. In my capacity as the only member of the I.G. Verwaltungsrat who was also a member of the Reichstag, I interceded most emphatically in the Reichstag, as a representative of the Deutsche Volkspartei and bearing in mind the interests of the I.G., on behalf of the foreign policy of Gustav Stresemann, whose friend and supporter I was, and also on behalf of international understanding. Moreover I used all the means at my disposal, including publications, to fight the opposition to this policy inside and outside the Party. In adopting this attitude, I found myself in full agreement with all competent gentlemen of the I.G. directorate, especially of the Verwaltungsrat, as for instance Carl DUISBERG and Carl BOSCH.

2. Struggle against the extreme right of the NSDAP.

The general attitude of the chemical industry with regard to problems concerning interior and foreign policy differed fundamentally in the same way as that of the electrical and optical industry,

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from the attitude shown by some circles of heavy industry, which was mainly supported by personalities like HUGENBERG, KIRDORF, THYSSEN and others. The IG-Farben-Industry thus energetically backed the struggle against HUGENBERG's policy through its representative in the Reichstag, by means of public speeches and in the press. This defensive attitude was further reinforced when the Harzburg Front was formed and its amalgamation with the NSDAP took place. All members of the Verwaltungsrat were opposed to National-Socialism. Consequently, as far as I know, no contributions were made towards increasing the strength of this party, at any rate not before the seizure of power.

I have now been informed, that in connection with the trial pending it has been alleged that the I.G. signed an agreement with HITLER as early as 1932, namely on the occasion of a visit paid to HITLER by IG-representatives at the instigation of Carl BOSCH for the purpose of discussing the problem concerning the synthetic gasoline. Although I am not familiar with the details of the events at that time, I am able to state very decidedly, that, considering Carl BOSCH's fundamental attitude - which is known to me - I think it absolutely out of the question that he, even at the price of the realization of his hydrogenation plans - was ready to co-operate with HITLER, whose human and political attitude he completely rejected.

3. Attitude of the I.G.-Farben towards domestic politics.

The chemical industry, in the same way as the electro-technical and optical industry, never belonged to the so-called 'agentsprovocateurs' whose aim it was to fight the left-wing workers. The I.G. made endeavors in every respect to bring about an understanding and to harmonize opinions and has also tried successfully to promote these viewpoints within the organizations of its own works. Thus a special social-political committee existed until the beginning of 1933, to which the representatives of the employees and workers, who were members of the Aufsichtsrat, belonged. It was the task of this committee, in co-operation with representatives of the Vorstand, to keep in constant touch with the employees and to attend to their needs. It was only the seizure of power by the National Socialists which put an end to this institution, which had proved very useful in many respects.

4. Undemocratic Economic Policy.

The charge that the I.G. had aimed at an undemocratic economic policy, by the formation of a trust, by the creation of monopolies and the participation in syndicates and cartels, is also unjustified. In the United States the opinion on these questions often differs from the views held in European countries, where similar opinions prevailed to those hitherto held in Germany. This, for instance, also applied to countries with outspoken democratic traditions, such as England and Switzerland. The Imperial

Chemical Industries Ltd. in London or the Interessengemeinschaft der Schweizer Farbenindustrie (combination of interests of the Swiss Dyestuff-Industry) and others may be quoted as examples. The intention to form monopolies for the commercial domination of the world dyestuff-market was not the reason for the fusion of the German Chemical Industry, but, after World War I resulted in the serious loss of almost all branches abroad and of valuable patent property, the hitherto existing level of efficiency had to be kept up or re-established by the concentration of scientific research work, through a rational distribution of work and by avoiding an overlapping of work.

It was the market first and foremost which was to benefit in the shape of a favorable fixing of prices by the achievement of highest quality, and at the same time by an extensive saving of labor. The aim was to strengthen domestic economy from the point of view of organization and finance with the aid of the enterprise in such a way that in spite of the difficult situation caused by World War I, the great commercial and technical problems could be pursued as before and a solution could be found. The most important technician and head of the Vorstand at that time, Carl BOSCH, was an outspoken opponent of monopolies obstructing progress, and lacking the edifying influence of competition. Due to his influence, potential coalitions, for instance in the pharmaceutical, photographic and plastic industry

were repeatedly rejected. According to the opinion generally held in the well-managed German industry, it was not the task of cartels and syndicates to maintain the life of unprofitable plants artificially by keeping up prices, but it was their principle to aim at good average results, thereby contributing towards training the producers to achieve better results and towards a sound regulation of the market, in the interest of the customer.

The working method of the Nitrogen-Syndicate which managed to keep industry on a sound basis and yet to pursue a price-policy which conformed successfully to the needs of agriculture was, for instance, characteristic. The same principles were successfully applied to the international collaboration in all fields connected with nitrogen. In my opinion the international Nitrogen-Cartels were an excellent example of an international collaboration in an important field of economy wherein the interests of all participants were taken care of.

signed: Dr. W. F. KALLÉ
Dr. W. F. KALLÉ

I hereby certify and attest the above signature of Dr. Wilhelm Ferdinand KALLÉ, resident in Tutzing on the Starnberg See, 27, Hauptstrasse, affixed before me, Hanna GIERLICH, Deputy Defense Counsel at the Ruernberg Military Tribunal.

Wiesbaden-Biebrich, 8 September 1947

signed: Hanna GIERLICH

I, Dr. Wilhelm Ferdinand KALLA, 77 years of age, residing at Tutzing on the Starnberger See, Hauptstrasse 27, am aware of the fact that I render myself liable to punishment by deposing a false affidavit.

I depose in lieu of oath that my answers to the following questions were made according to the best of my knowledge and belief, and were given to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuremberg.

I was a member of the I.G. Aufsichtsrat from the foundation of I.G. Farbenindustrie A.G. until May 1945, and was deputy chairman from 1938 until 1945. At the same time I was a member of the Verwaltungsrat from 1936 until the middle of 1938.

1.) Can you give an opinion on Geheimrat DUISBERG's general political attitude?

Answer:

As I was a close friend of DUISBERG, and was together with him a great deal, I believe I am well informed about his political attitude.

2.) Is it correct, that he avoided taking a stand on party politics on principle.

Answer:

It is correct that he avoided joining a political party, as he wished to appear politically neutral, as far as party politics were concerned, on account of his work as president of the Reich Association of German Industry (Reichsverband der Deutschen Industrie)

and his other positions in our economy.

3.) What would you say were his political convictions?

Answer:

His views largely agreed with mine, which can already be seen from the fact that it was upon his instigation in the Verwaltungsrat that the special task of representing the I.G. in political matters was given to me. He approved of my political attitude, so that one may say he was politically in favor of the Deutsche Volkspartei (German People's Party).

4.) What was his attitude towards BRUNING?

Answer:

He always talked of BRUNING with great esteem, and always backed his policy, especially also in his capacity as president of the Reich Association of German Industry. I remember, for instance, that he tried to gather support for BRUNING's policy through a circular of the Reich Association of German Industry, which the Association sent to its members in August 1930, and for which he was responsible.

5.) What was DULLESQ's attitude towards STRESEMANN's policy of reconciliation and to the idea of a Franco-German understanding?

Answer:

DUISBURG was an outspoken adherent of the Locarno policy of Gustav STRESEMANN and of a Franco-German understanding. Characteristic of this is the stand taken by the Reich Association, headed by DUISBURG, for the implementation of the Young Plan, which the extreme Right opposed bitterly, as we know. The assignment of the Reich Association's secretarial Presidium member, Geheimrat KASTL, to the important preliminary negotiations in Paris, and the fact that he was not recalled on SCHACHT's resignation, prove this.

6.) Did DUISBURG ever comment on HUGENBERG and THYSSON in your presence?

Answer:

DUISBURG frequently strongly criticized HUGENBERG and Fritz THYSSON. I remember particularly one Vorstand meeting of the Reich Association of German Industry, where Fritz THYSSON, having delivered a speech against Reich Chancellor HEINRICH, was backed by not more than roughly 10 people out of 120 present, after DUISBURG had expressed strong criticism of THYSSON's speech.

7.) Did DUISBURG ever say anything to you about HITLER?

Answer:

DUISBERG also frequently made derogatory remarks about HITLER and his methods.

8.) Do you remember whether DUISBERG participated in the meeting at the "Industrieclub" in Duesseeldorf in 1931, which had been called by THYSEN, and at which HITLER made a speech?

Answer:

I do not remember whether this was the case. However, I certainly think that he did not participate, as the whole tendency did not appeal to him. I also remember that he voiced criticism of old KIRCHDORF's attitude and his support of the NSDAP.

9.) Were the personal relations between DUISBERG on the one hand and THYSEN and KIRCHDORF on the other strained on account of DUISBERG's rejection of the Deutschnationalen Volkspartei and the National Socialist Party?

Answer:

I believe their relations had cooled off greatly.

10.) What was DUISBERG's attitude on questions of race and religion?

Answer:

His attitude was one of religious tolerance; he never made antisemitic remarks or engaged in such activities, especially since he was personally on absolutely friendly terms with the Jews in our

own circles.

11.) Can you remember that in 1930/31, DUISBURG was instrumental in effecting Robert LEY's dismissal from the services of I.G. Leverkusen, because the latter had attacked the Jewish Aufsichtsrat members WARBURG and Louis HAGEN?

Answer:

I know that the then chemist in Leverkusen, Dr. LEY, was severely reprimanded by Director KROKNER, acting on behalf of the management and hence also on behalf of DUISBURG, for his press attacks against Louis HAGEN and Max WARBURG, ~~and~~ led to Dr. LEY's resignation. Dr. LEY was then working as a journalist with Westdeutsche Beobachter in Cologne, and was to a great extent financially independent as Dr. KROKNER told me afterwards.

12.) Do you know whether DUISBURG offered his services for HINDENBURG's election committee during the 1932 Reich-Presidential elections?

Answer:

I believe I remember with certainty that DUISBURG did so. At any rate, he energetically backed HINDENBURG's re-election. So also did the I.G. Verwaltungsrat in which DUISBURG played a leading role, and after a discussion with Reich Chancellor

BRUNING they decided to make a very substantial contribution to the election fund.

13.) What is your opinion on Geheimrat BOSCH's personality?

Answer:

To me, as to the overwhelming majority of all persons working for the I.G., Carl BOSCH was an outstanding personality, both as regards ^{to} his character, and as an industrial leader who looked ahead and who thought in terms of international economy, but also because of his distinguished work as a chemist and physicist, and his great successes, particularly in the field of high pressure synthesis. One may safely say that everywhere in the I.G., he was esteemed and admired as the eminent intellectual leader of whom everyone was proud.

14.) How were Geheimrat BOSCH's relations with SCHMITZ?

Answer:

BOSCH's relations ^{with} SCHMITZ were good and friendly. BOSCH appreciated SCHMITZ's financial comprehension, and his gift of financial organization. In this respect he always had a valuable assistant in SCHMITZ when solving his technical problems.

15.) What have you to say to the statement that SCHMITZ had forced out BOSCH?

Answer:

In my opinion it is absolutely impossible that SCHMITZ ever entertained the idea of forcing out BOSCH. The nature of their personal relations alone would have ruled out that possibility.

16.) What was BOSCH's political attitude?

Answer:

By his very disposition, BOSCH was a true South-German democrat, to whom international cooperation based on mutual understanding was the ultimate goal. He was a member of the democratic party.

17.) Of whom was his circle of advisors composed?

Answer:

In political matters BOSCH often consulted with Professor Dr. EUGEL, the former State President of Baden (Democrat), also with me, the a decided STEINERMAN follower (Deutsche Volkspartei), probably also with Geheimrat RUCHER, head of the ABG, who, for a time, also worked for the I.G. as BOSCH's economic adviser. Furthermore, BOSCH frequently discussed political questions with Herr von LEBER, Herr von SIMON, Clemens LAMERS, (a former Centrum politician), and Professor NISCHTRIM.

18.) Did BOSCH do anything to bring about a Franco-German understanding?

Answer:

BOSCH was very interested in a Franco-German understanding and supported the foreign political cooperation of Stresemann-Briand. Furthermore, he was interested in the Pan-European Movement of Count Coudenhoven and took steps to see that the I.G. participated financially in a committee of economists in support of this movement.

19.) Do you remember that, it may have been in the years of 1933 and 1935, BOSCH saw HITLER twice, in order to speak on behalf of the Jewish scientists; and do you know anything of the outcome of these discussions?

Answer:

I do not remember the outcome of these discussions. In a general way I heard repeatedly that HITLER did not like BOSCH.

20.) What was BOSCH's attitude in regard to questions of race and religion?

Answer:

In questions of religion BOSCH was very tolerant and not very active. In the strict negation of the National Socialist type of antisemitism, BOSCH was absolutely in agreement with all the members of the Aufsichtsrat. Proof of this is the fact that he repeatedly made strenuous endeavors to speak on behalf of non-aryan scientists with the Minister for Ecclesiastical Affairs and Education, RUST.

21.) Do you know of any of BOSCH's remarks about HITLER?

Answer:

During private conversations BOSCH always passed critical and negative remarks about HITLER, whenever the opportunity arose.

22.) What was BOSCH's attitude towards HUGENBERG?

Answer:

BOSCH was an outspoken opponent of HUGENBERG. He always approved of the attitude of the "Frankfurter Nachrichten" towards the Harzburg front and HUGENBERG.

23.) Did BOSCH take steps to have the Frankfurt newspaper supported?

Answer:

BOSCH always spoke for the support of the Frankfurt newspaper and, at his suggestion, very considerable amounts were spent by the I.G. for the Frankfurt newspaper. However I can no longer state exact amounts.

24.) Did the I.G. Farbenindustrie support any other newspaper?

Answer:

At my suggestion the I.G. spent considerable sums in order to place a newspaper at STRESEMANN's disposal as a mouthpiece for his political ideas. The sums will have amounted to several hundred thousand Reichsmarks.

In 1935, when difficulties arose for the non-National Socialist press, the I.G., at my suggestion, again spent sums totalling several hundred thousand Reichsmarks, in order to support the "Frankfurter Nachrichten" which was closely connected with the German People's Party (Deutsche Volkspartei).

25.) Do you know whether the I.G. participated in representations made by the Industry to HINDENBURG with the object of bringing HITLER to power?

Answer:

I never heard anything of the I.G. participating in representations made by the Industry to HINDENBURG in order to bring HITLER to power. Since I was entrusted to deal with political questions in the Verwaltungsrat, I should have learned of such intentions beforehand or at least should have been informed afterwards.

26.) The great German industrialists - including I.G. Farbenindustrie - are blamed for having essentially supported Chauvinism and militarism after World War I, and for this purpose having helped in the formation of the National Socialist Party. What is your opinion?

Answer:

In the case of the I.G. Farbenindustrie this accusation does not hold good.

27.) What were the tasks of the so-called Kalle-circle?

Answer:

The task of the so-called Kalle-circle was to hold discussions in advance on general political and economic policy questions, and on the attitude to be taken by the I.G. towards them, in order to create a basis for the measures to be taken by the management of the I.G., i.e. in most cases by myself.

28.) Who were the members of the Kalle-circle?

Answer:

Permanent members were Geheimrat JOSCH, Professor HUMMEL, Glensia LAGERS, Professor HOLLENRAUER as well as myself. Occasional participants in the discussions were Geheimrat BUECHER, Professor HERBOLD, Professor ILCHTHEIM. Occasionally gentlemen were requested to hold lectures there. I remember, for instance, that V. v. MUTHLENDORF addressed us several times on political problems.

29.) What were the tasks of the social-political committee?

Answer:

In this circle general social-political questions were discussed, as well as problems of social welfare of the I.G. employees. The object of these discussions was the bridging of the social contrasts and the improvement and mitigation of the social problems of the workers.

30.) How was the social political committee composed?

Answer:

It consisted of the members of the Kalle circle, as well as Herr LUISEBERG and Herr HASSLACHER. Furthermore Ernst SCHWARTZ took part in the meetings as representative of the Vorstand, on behalf of BOSCH.

31.) Up to what time did you take the minutes of the Verwaltungsrat meetings?

Answer:

As far as I remember, up to the end of 1933.

32.) Who was responsible for the taking of minutes of the Verwaltungsrat meetings after you?

Answer:

Herr vonn SEASON was responsible for taking the minutes as from the beginning of 1933.

33.) Do you still possess any minutes of the meetings of the Verwaltungsrat?

Answer:

No; when the Verwaltungsrat was dissolved in 1933 they were destroyed in accordance with a resolution of the Verwaltungsrat, because these minutes contained many observations regarding personnel matters and amongst others also referred to such gentlemen, who had in the meantime been appointed members of the Vorstand.

or had been placed in other leading positions. Exclusively for this reason we considered it expedient to destroy all minutes of the meetings of the Verwaltungsrat.

signed: Dr. W.F. KALLER
Dr. W.F. KALLER

I hereby certify and attest the above signature of Dr. Wilhelm Ferdinand KALLER, resident of Tutzing at the Starnberger See, Hauptstrasse 27, affixed before me, Hanna GIERLICH, Deputy defence counsel at the Muenberg Military Tribunal.
Tutzing, 4 October 1947

signed: Hanna GIERLICH

Affidavit.

I, Dr. Hermann RUECKER, residing in Niederwalluf/Rheingau, am aware that I render myself liable to punishment by making a false affidavit. I hereby declare on oath that the following statements are true to the best of my knowledge and belief and were made to be submitted as evidence to the American Military Tribunal in Nuernberg, in Case 6.

I met Carl BOSCH during my activity at the Foreign Office (from 1919); and later when I was Director member of the Praesidium of the Reich Association of German Industry (Geschäftsfuehrendes Praesidiummitglied des Reichsverbandes der Deutschen Industrie), our personal relationship became closer.

This friendship led to my transfer to the I.G. Farbenindustrie A.G.

After I left the I.G. (1926) a close friendship united us until his death.

Although Carl BOSCH is no longer alive, he is however named under several counts of this indictment. It was he who in the years in question directed, and felt responsible for, the enterprises of the I.G. Farbenindustrie. I therefore consider it my duty to volunteer the following information:

Carl BOSCH was above all a scientist and then an industrialist. His interest in Party politics only went as far as it concerned his profession; he was, however, greatly interested in the basic questions of international co-operation.

His knowledge as a scientist embraced a wide range of subjects. He might withdraw to his laboratory for days in order to work on some chemical problem; at other times he would show his large mineralogical collections to some interested person with obvious enthusiasm, or arrange his collection of beetles and conchylia. He would collect shells in the Mediterranean and work in his own observatory for nights on end.

He was no amateur in any of these subjects, each of these occupations was based on serious scientific search for knowledge. It was only due to his singular power of assimilation and unusual memory for actual events that he was able to keep abreast of new literary publications in all these branches of learning. Despite his own significant inventions he was less of an inventor than a guide in the quest for knowledge and an inspiring person to his scientific collaborators. - He had implicit authority over his collaborators, which was founded on appreciation and admiration of his knowledge and ability.

As an industrialist he was convinced that an enterprise such as the I.G. could only survive in the long run through scientific and technical superiority. He was therefore prepared to make large funds available for scientific tasks and to support all research which he considered promising. On the other hand he did not hesitate to effect improvements in technical procedure at once, even if a large expenditure were thus involved and the profitability was not immediately evident.

The experience he made with the nitrogen synthesis which he repeatedly and most carefully tested, led him to believe firmly that the procedure of the high pressure synthesis, where applicable, would in the long run excel qualitatively and in cost the processing and production procedures hitherto in use, if all production phases were to be constantly re-tested scientifically and technically and all by-products recovered in the processing were utilized.

Thus he already told me at a time when the gasoline synthesis was still in its initial stage that it would have to be aimed at developing the processing in such a manner as to be able to produce the entire series of carbohydrates as desired by the technician and needed for the economy. If this were achieved and the processing adapted to the most economical manufacturing basis, the adoption of the synthesis in the entire range of application, possibilities must be superior to any other production method.

This conviction was so firmly anchored in his mind that he made every possible endeavor to carry his point when the Verwaltungsrat and a large part of his closest collaborators thought it impossible to continue meeting the extremely high expense incurred in the development of the gasoline synthesis. In this internal struggle he was supported by Geheimrat Dr. SCHMITZ, who procured the necessary capital, and by Dr. LAUCH, who defended BOSCH's views.

During the years in question I had many conversations with Dr. Carl BOSCH and I have gone through all phases of this struggle. In connection with the gasoline synthesis BOSCH was less concerned with the fact^{of} whether Germany would become independent of the world market by succeeding with the synthesis,

or whether the processing was of great significance politically - to him the synthesis meant an international technical-economic problem. He was prepared to take any financial and economic risk in order to prove the correctness of his opinion. It was not until much later that he was struck by the thought of the political significance of the successful creation of this industry.

Carl BOSCH considered the fact that the world market price for crude oil was very low and that the production cost of the synthetic gasoline to begin with far exceeded this price, as temporary. At first, nitrogen was also considerably more expensive than the Chile nitro, later ~~it~~ ^{it} however proved to be competitive even in respect of cost by a lowering of the production expenses. There was nothing to indicate that one day the same would not also happen in the case of gasoline and the other numerous carbohydrates. BOSCH thought that one would merely have to bite ones time while this difference in production costs existed. He felt morally justified in exerting all means of the I.G. to the utmost, in order to reach this goal and also in making the public bear as much of the cost as was necessary for balancing the difference in price.

BOSCH was one of the first men who realized that there are certain economic and technical tasks which cannot be carried out on the basis of private enterprise alone, he considered German parliamentarianism incapable, however, of recognizing and carrying out his tasks. He had in mind organizations such as the

Tennessee Valley Authority established in the USA in an ideal manner.

BOSCH's opinion that a balance of the world market prices would gradually have to come about, was on the other hand supported by the fact that with senseless waste of this natural raw material, the exhaustion of the mineral oil resources then known would have to be expected in the near future, so that it would be impossible to maintain the then extremely low price of natural gasoline. In this view he was moreover supported by distinguished American experts, who endeavored to purchase production rights for the synthesis processing.

If a policy of the I. G. Farbenindustrie A. G. is to be discussed at all, it can only be termed purely economic. It was based on well organized scientific research, high technical ability and daring enterprise. Therefore the realization of its plans lay in the future and it was most interested in a stable peaceful development, for every political complication must affect it disadvantageously in some way.

It is therefore inconceivable to me that the I. G. Farbenindustrie A. G. should have condoned and consciously promoted HITLER's quest for power and conquest. If Carl BOSCH can be classified as a politically conscious person in the customary sense at all, he was by tradition and instinct a democrat after the South German pattern. He was like his uncle Robert BOSCH in this respect. - He was dissatisfied with the party system existing in Germany. He often said: "If only one could work freely, as in the United States", which he had visited several times. He thought that conditions were

not ideal there, but that one was less restricted in enterprising initiative than in Europe.

He was convinced that the economic system existing in Germany would collapse sooner or later, unless an adjustment between capital and labor, satisfactory to both, could be achieved. I confirmed his views and, disregarding the parties, I often tried to bring about a direct agreement between leading industrialists and the Trade Union leaders on a basis similar to the "Zentral-Arbeitsgemeinschaft" (Central Labor Community) which in the years 1920-1923 proved to be an advantage to Germany. Such an attempt is described in STECHERT's book "Wie war das moeglich?" ("How was that possible?") (published by Behrman-Fischer in Stockholm). The Trade Union leader LARSEN, who gave this information, is still alive and can be reached through the Trade Union in Stuttgart. When National Socialism gained a footing in Germany and Clemens LAMMERS pointed out this danger to us, we were convinced that Reich Chancellor Dr. BRUENING, with whom I was constantly in touch, would have to be supported with all means available. We then assembled a small circle of personalities whom we thought to be of the same opinion. These conferences took place in Jakob GOLDSCHMIDT's house. As far as I remember the following persons participated: Jakob GOLDSCHMIDT, Carl BOSCH, Tilo von TILMUSKI, Albert VOEGLER, myself and one or two others whose names I have forgotten. There it was determined that I was to approach a certain number of firms and to

induce them to furnish considerable amounts of money for a fund to be made available to Dr. BRUNING. BOSCH was prepared to sign for a considerable sum, I also. It became evident, however, that also in industrial circles the separation had already progressed too far, so that any action would be too late. As revealed later, one participant had reported the entire conversation to HITLER and his circle.

State Secretary KEPPNER* who was later appointed, had collected material on Carl BOSCH and myself and wanted to take action against us after the seizure of power. I was informed of this by a former official of the Foreign Office who had joined the Secret State Police. The latter was under personal obligation to me and one night brought me the files on BOSCH and myself; I then burned these with his approval. *) Later KEPPNER repeatedly referred to this matter, he was however unable to furnish evidence.

I mention this here in order to illustrate that Carl BOSCH personally in no way participated in the preliminaries for the HITLER regime.

*) The former General ZLADE, a brother of the above-mentioned official, will be able to attest this occurrence. I do not know where he is. I have heard, however, that he is still alive.

Shortly after HITLER seized power, he called a meeting of the leading industrialists in the Reich Chancellery. I did not participate in this conference, but Carl BOSCH did. The latter, greatly excited, came to see me immediately after the conference finished. He reported that HITLER had expounded his views on economy. He was a dreamer and an ignoramus. He (BOSCH) had - if I remember rightly as the only participant - contradicted him and a discussion resulted. Thereupon HITLER closed the meeting. - Further similar discussions with the industry did not take place. - From this date BOSCH had made up his mind that HITLER was an impostor. To my knowledge, he did not ever again speak to him in person afterwards.

During the following years Carl BOSCH began to suspect more and more strongly that HITLER might misuse the atmospheric nitrogen, synthetic carbohydrate and synthetic esenthouse industries created by him (Carl BOSCH). He often mentioned his concern to me. In the years before his death (1943) it became an obsession with him that he, without wanting to, had made HITLER's policy feasible. For without nitrogen, synthetic and esenthouse industries, i.e. his own life-work, the creation of which he (BOSCH) had thought would serve humanity, this insane war would have been impossible. He (BOSCH) had acted for the best, only to play into the hands of a malignant spirit -
in
he saw/HITLER the incarnation of evil.

He suffered a great deal physically and mentally on account of this obsession. This thought of the uselessness of all efforts made him lose interest in his work. At least, ^{he} neglected his work in the sense that he did not perform it in his usual manner. Scientific problems, the solution of which he had formerly pursued with the liveliest interest, were no longer of interest to him and for months, even for one year, he no longer visited the laboratories he formerly frequented regularly. A certain inner self defence made him take to drink. I still remember the following incident. Against his inner conviction he let himself be persuaded to take the chair of a public corporation, I believe of the "Deutsche Museum", Muenchen. In that capacity he was to deliver an address. He was asked to mention Hitler with a few words of praise. This short address was like a load on his mind. Prior to this meeting I spent the evening with him. He repeatedly said: "I cannot deliver this address". I urged him to pretend to be sick and I would apologise for him next morning. To this he agreed. He was sober when I left him. The next morning when I arrived at the meeting he was, however, present and moreover in a state of intoxication. I was unable to dissuade him from taking the chair and thus from delivering the address. This address was a moving acknowledgement of the ethical purity and independence of scientific research and amounted to an announcement of his attitude against the Reich Government, with the result that a large number of the Party members present protested loudly and left the room.

It was only due to the fact that Carl BOSCH was generally known as a man of high repute, that the matter could be settled. Anybody else might have had to pay with his life. BOSCH became unsociable and sick. Professor Dr. STROGMANN of Buchlerheide near Baden-Baden who treated him as a physician, and with whom I have never discussed this question so far, should be in a position to give an opinion in this connection. BOSCH died a lonely man.

I myself am convinced that due to the above described idiosyncrasy of which he could not free himself, BOSCH lost the will to live and thus perished.

If certain actions of his appear to be in contradiction to this conception, like for instance his consent for Dr. KRAUCH - whom he esteemed highly as a technician - to collaborate in the Four Year Plan, I believe that he did this with the good intention of curbing the policy through the technical experience of this man and because, at that time, he still believed that KRAUCH would succeed in gaining an influence on the course of developments, due to the confidence GOEBBELS had in him (KRAUCH).

Carl BOSCH was no enemy of the Jews. He considered the National Socialist conception of the racial question a fatal mistake on the part of poorly-educated fanaticized people. He classified people according to their achievement and character. Thus he esteemed Arthur von WEINBERG extremely highly as a man and scientist.

and he considered his brother Carl von WEINBERG - business-man of exceptional qualities and valued his opinion on pertinent questions. Dr. SCHWARZ (= full-Jew, as far as I know), who had his full confidence and for whom he cared like a father, belonged to his close circle.

Religious questions, if at all, played but a minor role in his life. He was too much of a student of natural science and a rationalist to let religious questions trouble him at all. Like his uncle Robert BOSCH, he was an agnostic. Only during the last years of his life, after we had watched the Andromeda fog in his observatory and he had explained the latest results in physics to me, he made the following remark, saying in so many words: "Considering everything, however, one must finally assume that there is some power which governs the universe and pursues a certain design, thus giving a meaning to contingencies. My question "Do you believe in God?", he left unanswered.

If Carl BOSCH had been born in the United States under the same economic conditions, his scientific work and his technical skill, probably also his inner life probably would have developed no differently from over here. However, he would not be on trial after his death, but very likely be recognized an outstanding man of this country, whose name would be proudly mentioned in its history as that of a scholar and technician. Germany was politically not mature for the activity of such a man. Perhaps it was therefore a misfortune for humanity that he was not born in the USA. As matters stand now,

one can only regret that atmospheric nitrogen, synthetic gasoline and synthetic rubber were invented in Germany and were technically developed by this man for economic production. However, perhaps that is only so, because it happened in a country which was politically unsettled and due to the incompetence of its party-system and political leadership was an easy prey for that man Hitler, thus helping the evil principle to gain the upper hand.

Hitler despised the industrialists and intellectuals, for he knew that it would not be their help which would enable him to conquer Germany, but only the support of the masses of unemployed and the economically weak.

It is known that also industrialists of repute and influence placed themselves on Hitler's side, but Carl BOSCH was not one of those, nor, as far as I know, were DUISBERG, KALLÉ and other members of the Verwaltungsrat of the I.G. Farbenindustrie A.G.

Under these conditions it seems to me wrong to consider the fusion of the I.G. firms into the I.G. Farbenindustrie A.G. as a political measure and to describe the economic power thus massed together as an instrument to satisfy the lust for power of the firm's management. Cause and effect seem to have become confused here.

The men who urged the fusion of the dye-firms and who were responsible for it, were guided solely by economic and not political reasons. Probably these men were quite unaware

of the political significance of their action.

The fusion was made principally for the following reasons: Dyes formed the basis of the I.G. dyes enterprise. The majority of these dyes which amounted to many thousands, were produced by all or at least most of the firms, and distributed by them individually. Many production processes became outdated, many were no longer able to meet competition. It was not possible to effect a most economical working method and a distribution of the production program to individual firms in such a manner, that certain dyes are always produced by one firm only in the most economical form, since none of the firms were willing to surrender their production programs, because in case of a disintegration of the loosely combined community of interests existing so far, they feared loss of sales to the other I.G. firms who would then enter competition.

A calculation made at that time on the market in China, where all the firms had separate depots and agencies, revealed that by the establishment of a uniform organization an estimated amount of millions annually could be saved on naval dyes alone, paid in excess so far. - The institution of an economical working process in the production of dyes required funds which some of the firms were probably unable to raise on their own.

The interests in the nitrogen industry were held in common. The industry made very good profits, however, it required also considerable investments.

It became more and more apparent that the field of high-pressure-synthesis would expand to a large extent, and that funds would probably be required which would be far beyond the customary limits set in Germany so far. This was clear to DUISBURG (Leverkusen), BOSCH (Badische Anilin- und Sodafabriken), von RATH and HANUSCH (Hochster Farbwerke), Carl and Arthur v. WEINBERG (Cassella), OPPENHEIM (Agfa), PLIESINGER (Griesheim-Elektron) as well as other participants who had to come to a decision on the fusion.

Above all, the achievement of this project required unity.

Therefore it was the idea of a systematic organization of the enterprises in existence, which was to result in the profitableness and extra profits from which the development and improvement of the new industries could be financed, which led to the fusion of the company.

Nobody could foresee to what extent this would actually be the case one day. Carl BOSCH was aware that in the future this mammoth concern would have to be split up again and a different system introduced, and that an adjustment between capital and labor would have to be achieved.

The I.G. Farbenindustrie A.G. had existed for only a few years when Hitler came to power. If a ^{continuous} democratic policy had been followed, in the permanence of which the I.G. had the greatest interest, developments would have taken a very different direction. Now, however, due to the political and military importance of nitrogen, gasoline and rubber, Hitler paralyzed the firm's competence to make its own decisions.

It was forced to drift as directed by Hitler, just like the rest of the entire German economy.

The decisive years for Germany and thus also for the German economy were the period immediately prior to the Hitler regime and the first two years after the so-called "seizure of power". During the first period the political structure of Germany failed, i.e. the system of parties, which using the old slogan, today is again endeavoring to take over the leadership of the nation. If this had not been the case, the Hitler episode could never have occurred. The masses of unemployed and the organized workers who had deserted their leaders were marching behind Hitler during the second epoch. Today nobody will admit this any more. A system like Hitler's could only succeed with masses inspired with fanaticism and not with the intellectual classes of the nation. One cannot imagine that Hitler - relying on a few hundred or a few thousand industrialists - could have achieved even the least success. Whatever happened in later years was bound to follow, in view of the mistakes made previously.

In these decisive years between 1928-1934 Carl BOSCH and DUISBURG, as well as the above-named members of the Verwaltungsrat of the I.G. Farbenindustrie A.G., were fully responsible for the enterprise. Carl BOSCH was primarily responsible. BOSCH and DUISBURG are dead, also most of the members of the Verwaltungsrat of that time. As far as I know, only Dr. KALLER is still alive.

I believe that I am acting in the spirit of the deceased by expressing the conviction that Carl BOSCH, were he still alive,

DOCUMENT BOOK I, SCHMITZ
SCHMITZ DOCUMENT No. 5

would even now accept full responsibility for all measures taken under his direction.

If the gentlemen now on trial in Muernberg are guilty of crimes individually - which I am not in a position to judge - then they must be punished. However, during the time when the most important decisions were made in the I.G., and the firm was still able to decide on its own, they had no decisive influence on the course of events.

Wiesbaden, 16 December 1947

signed: Dr. Hermann BUECHER

I hereby certify and attest the above signature of Dr. Hermann BUECHER, resident of Niederwallf/Rheingau, affixed before me, Hanne GIERLICH, deputy defense counsel with the Muernberg Military Tribunal.

Wiesbaden, 16 December 1947

signed: Hanne GIERLICH

A f f i d a v i t .

I, Dr. Alwin VITMASCH, residing at Heidelberg, Quinckestrasse 41, have first been cautioned that I render myself liable to punishment by giving a false affidavit. I declare on oath that my affidavit conforms to the full truth and was made to be submitted as evidence to the Military Tribunal, Palace of Justice, Nurnberg, Germany.

With regard to my person I wish to state that I am 78 years of age, was a student of chemistry at Leipzig, where I took my degree of Ph.D. In 1904, I joined the Badische Anilin and Soda Factory at Ludwigshafen and worked directly under Dr. Carl BOSCH, later I became director of the research laboratory of Oppau. During all that time I have often spoken with Dr. Carl BOSCH and learned to know his character very well. Towards the end of 1933, I retired. In recognition of the furtherance agriculture has received by my research into synthetic ammonia I received the title of "Dr. ing.h.c." and "Dr. of agriculture h.c." for my work in the fields of catalysers and nitrogen fertilizers.

It shall be proved that the charge repeatedly leveled against Carl BOSCH of having helped to prepare the first world war by his founding of the industry of synthetic ammonia (1910-1912), is wrong.

it is necessary to add regularly new nitrogen compounds (besides phosphor and potash), either in the form of manure and the like, or in the form of nitrogen salt: saltpeter or ammonia salts and the like. Up to 1900, saltpeter was mostly imported from natural resources in Chili, ammonia was gained as a by-product of heating gas.

In 1898, Sir William CROOKES pointed out in his warning "The Great Problem" that in the long run the decreasing Chilean saltpeter resources would be insufficient for the world's increasing demand for nitrogen fertilizers. He described the fixation of nitrogen as a task which had not yet been solved in spite of all efforts, the early solution of which was of vital importance for mankind, in particular for the Caucasian race. With regard to this he made the following observations in his pamphlet: "The Great Problem" (Page 48/49):

"The fixation of nitrogen therefore is one of the great discoveries awaiting the ingenuity of chemists. It is certainly deeply important in its practical bearing on the future of mankind. This unfulfilled problem which so far has eluded the strenuous attempts of those who have tried to wrest the secret from nature, differs materially from other chemical discoveries which are

in the air, so to speak, but are not yet matured. The fixation of nitrogen is vital to the progress of civilized humanity. Other discoveries minister to our increased intellectual comfort, luxury, or convenience; they serve to make life easier, to hasten the acquisition of wealth, or to save time, health, or worry. The fixation of nitrogen is a question of the not far-distant future. Unless we can class it among certainties to come, the great Caucasian race will cease to be foremost in the world, and will be squeezed out of existence by races to whom wheaten bread is not the staff of life."

Numerous chemists all over the world tried, in one way or other, to produce by a technical process the necessary nitrogen combinations in a synthetic way, i.e., by fixation of the atmospheric nitrogen. Theoretical possibilities have already been shown by chemists of the 19th century; it needed, however, eminent sagacity, untiring research and highly developed technical skill in order to get practical results. Excellent work was done - in laboratory experiments and in practice - for example by LIEBIG and EYER, ADOLF FRANK and NIKOLAI CARO, SCHROEDER and HESSLEAGER, MOSCICKI, PAULING, SARFEL, WERNSTEN and HALER. Among these pioneers of technical development aiming at the advancement of agriculture and the safeguarding of human food there belong above all Carl BOSCH.

However, before his achievement can be discussed one point has to be stressed. Nitrogen has a Janus head with one friendly face: as an essence of life, and one face turned away, a malicious, threatening face: as nitrogen, a material causing suffocation, or still plainer, causing death. The same material, prepared and used accordingly, which will increase the harvest all over the world can, in form of salpeter, serve as the starting material for ammunition and explosives which can destroy life and culture. Are we to blame the nitrogen because of this?

As the first chemical collaborator of Carl BOSCH (since 1904) I can make the following short statement concerning his efforts: Already at that time, Carl BOSCH was occupied with experiments concerning the fixing of nitrogen, at first by special methods which, as "detours" are no longer of practical interest today. Even at that time I have carried out experiments concerning the possibility of producing ammonia directly by a compound of nitrogen and hydrogen with the help of catalysts, however, this kind of fixing nitrogen became of major interest for us only in 1906-1909, when Fritz HABER succeeded in increasing the output of ammonia to such an extent that a technical development of the

procedure seemed possible. BASCH's success was complemented by our own research: the discovery of a highly-efficient and at the same time inexpensive iron catalyst which, as far as I know, is still in use in the ammonia plants all over the world - and already in 1912, BASCH's technical preparatory work, thanks above all to the efforts of his engineer collaborator Franz LIGER, had succeeded to such an extent that the erection of the first ammonia plant could be started at Oppau to which the Leuna plant was added later. The ammonia output was mainly used for the production of sulphate of ammonia as fertilizer. Experiments were also started to produce new nitrogen fertilizers, for instance, synthetic urea. But we never talked about gun-powder. For his eminent chemical-technical achievement Carl BASCH received the Nobel prize in 1921. Apart from many other honors, the Agricultural College (Landwirtschaftliche Hochschule) of Berlin made him a "Doctor of Agriculture h.c." in 1921. In 1912, one important piece was still missing in our new industry. As is well known, farmers often prefer as fertilizers saltpeter to ammonia salt. We had, however, only ammonia. What could we do about it?

Already in 1838, Friedrich KUEHLMANN in France (Lille) had shown in an excellent way that ammonia could be transformed into nitric acid by conducting it over a platinum catalyst at a higher temperature together with air.

The first technical application was reached by Wilhelm OSTALD in 1900, and already since 1906, there existed at the Lothringen colliery near Bochum a small plant for manufacturing on this basis.

Did not the idea suggest itself readily to take over the AUHLAND-OSTALD method to produce salpeter, too, for the use as fertilizers. Yes, certainly, however, an inventor's ambition likes to have two irons in the fire, especially in this case, since there was the question whether the German platinum market would not be overstressed in case of a high demand for salpeter in future. Already in 1913, experiments were started in the course of which I, together with Christoph LOCH, found that an iron-bismuth catalyst was just as effective as platinum. The procedure was patented in this country and abroad - and, so to speak, shelved for later years.

Meanwhile, on 13 December 1913, Professor BAER of Berlin-Dahlem had informed the BASF Directorate (Indische Anilin and Soda Fabrik) that the German Agricultural Society (Deutsche Landwirtschaft-Gesellschaft) had asked him "to draw the attention of the firm especially to the transformation of ammonia into salpeter".

The new invention became known only too quick and in quite a different way from what was expected. When, in the autumn of 1914, Carl BOSCH came back from a conference at the Ministry of War in Berlin where he

had been summoned in view of the ruin shortage inside the Reich of nitric acid for armament purposes, he asked me, "Shall we be able to produce nitric acid from ammonia with your new catalyst since the German supplies for platinum are insufficient for this purpose?"

When I answered that in my opinion such a possibility did exist, everything was set in motion - again - under the technical management of Franz LAPPE - and in spring of 1915 the first salpeter plant on the new basis could be opened.

It is therefore true when, in this country and abroad, the assertion has been made that only the manufacture of ammonia which in 1914 was in its beginning and was capable of developments, and our new production of salpeter which was built up "at a moment's notice" had provided the German government with the possibility to continue the first world war in 1915. Under no circumstances, however, can it be said that this nitrogen industry had been founded in view of plans existing for war!

In order to characterize the humane pacifist attitude of BOSCH, I would like to add the following from my memory: When once, before the first world war, on the occasion of a matter concerning patent rights, BOSCH, Professor M. TIGNON from Paris and others, among them myself, were gathered together in the Adlon Hotel after dinner, the relations between Germany and France were

thoroughly discussed. BOSCH and MATIGNON were in complete agreement that it would be most advantageous for both parties concerned if all differences were dropped and the two nations, which supplemented each other so well, would work hand in hand.

Finally reference should once more be made to the Janus face of nitrogen which Friedrich AUELMANN had in mind, when he himself made experiments with salpeter as a fertilizer, but wrote in a publication of 1847 - exactly one hundred years ago -:

"The Academy will, I hope, attach some interest to the results of the experiments which I have made in order to support my theses; it will perhaps recognize that the facility with which I have transformed nitrates into nitric acid, might one day make Europe more independent of its maritime connections for its supply of nitrates and that if a war should again place us under the restraint of a continental blockade, France then could do without India and Peru and still be assured of its munitions"

Literature: Alwin MITTASCH, Obituary notice for Fritz BAUER, house magazine of the BASF, February 1934
Carl BOSCH on the occasion of the NOBEL prize, Chem. Ztg. 1931, p. 953

DOCUMENT LOOK I SCHMITZ
SCHMITZ DOCUMENT No. 7

Literature: Alwin MITTASCH, In memory of Carl BOSCH,
Journal for Electro Chemistry
1940, page 333
Nitrogen as an essential factor
for life
Berlin, 1941

Heidelberg, 6 November 1947

signed Alwin MITTASCH

The above signature of Dr. Alwin MITTASCH, residing at Heidelberg,
Quinckestrasse 41, written in the presence of Professor Eduard
WAHL, is hereby testified and witnessed by myself.

signed: Professor Eduard WAHL

A f f i d a v i t .

I, Dr. Karl HOLTERMANN, Heidelberg, Schroederstrasse 64,
have first been cautioned that a false affidavit will make/^{me} liable
to punishment. I declare on oath that my statement conforms to the
truth and was made to be submitted as evidence to the military
Tribunal, Palace of Justice, Nurnberg, Germany.

I was born in Karlsruhe in 1882. I am a chemist, a Dr. of
Engineering and am living in Heidelberg, Schroederstrasse 64.
From 1906 until 1946 when I was pensioned, I worked with the Badische
Anilin- & Soda-Fabrik in Ludwigshafen/Rhine, the later I.G.
Farbenindustrie A.G.. In 1929 I was made Director and head of
the Patent Department. I knew Dr. Carl BOSCH personally. During
my time of service I was connected with the entire phase of the
development of synthetic ammonia and other high pressure syntheses.
I made a careful study of all of BOSCH's speeches and other pub-
lications and questioned a great many of his colleagues about any
remarks he himself made. As regards the charge that BOSCH developed
synthetic ammonia or its conversion to nitric acid for military
purposes, in particular in preparation of an aggressive war, and also
regarding his general political attitude, I am able to state the
following:

Chemical research and techniques dealing with problems of the combination of atmospheric nitrogen dates back to the end of the 18th century. These problems arose owing to the enormous growth of the Chilean salpeter industry whose export volume of 68500 tons in 1850 went up to almost 1 1/2 million (1453000 tons) in 1900. For salpeter imports alone Germany had to pay in 1913 to foreign countries 170 million marks. Furthermore a warning was voiced by the English scientist Sir William CROOKES in 1868 in a sensational lecture to the British Association for the Advancement of Science (also published in form of a brochure "The Wheat Problem" in 1899) in which he pointed to the threatening exhaustion of the Chilean salpeter deposits and the resulting danger of starvation. In Norway the engineers Prof. DIMERLAND and Samuel EYLE found a process in 1903 by which nitric oxide and nitric acid could be obtained by air combustion; in USA the Atmospheric Nitrogen Products Co., in Switzerland the Fole MOSCICCI (later ^{on} President of the State) and in other countries many other scientists concerned themselves with this process too. No wonder that this problem was also tackled in Germany, for instance by the engineer Harry PAULING and above all by the zealous BASF (") using the Schoenherr process.

Other paths too were taken. The industrialists Adolf FRANK and Nikolaus CARO discovered the nitrogen of lime obtained from a combination of calcium carbide and nitrogen, and that it would be used as a nitrogen fertilizer. The engineer SERREA in France

tried to combine nitrogen and aluminum. The BASF also concerned itself with the production of nitrides (of titanium, silicon and aluminum). Professor HABER in Karlsruhe and Professor PERST in Berlin examined for purely scientific reasons the decomposition of ammonia and its formation from nitrogen and hydrogen; apart from that HABER also tried to improve the electric arc process. All these endeavors during the time between 1898 and 1908 were concerned with the obtaining of nitrogen combinations for fertilizers, in other words purely peaceful agricultural purposes, if they did not serve actually solely for fundamental research. In 1908 HABER discovered a technical process, for obtaining ammonia which appeared promising and which superseded all other processes. The BASF adopted the process and its experts led by the ingenious Herr BOSCH developed it to technical perfection despite numerous difficulties.

In 1913 the first large factory was put into operation in Oppau; it produced the fertilized ammonia sulphate. Nobody dreamt of war at that time or even of the utilization of synthetic ammonia for war purposes. At the instigation of BOSCH the problem of the transformation of ammonia into nitric acid was also examined in 1913. In that connection Prof. Wilhelm OSTWALD had developed a process as early as 1901, which

was based on the employment of platinum. It resembled an older process discovered by the Frenchman KUELMANN already in 1934. As a matter of fact he originally had the idea that this discovery would in case of war and interruption of overseas communications not render Europe independent of Chili Salpeter. That BOSCH concerned himself with the transformation of ammonia into salpeter is of necessity explained by the fact, that the nitric acid is employed for various technical purposes, that nitrogen from salpeter used as a fertilizer has different and in many ways more advantageous effects than nitrogen from ammonia, that Norway had already marketed salpeter obtained from lime and that one was able with good results to employ nitric acid in the building of gasiform ammonia instead of a "foreign" acid.

At that time BOSCH received a letter from Professor HABER, dated 13 December 1913, which has been submitted to me, part of which reads as follows and in which the significance of the problem for agriculture is also stressed:

"I avail myself of this opportunity in order to inform you that the Deutsche Landwirtschaft-Gesellschaft (German Society of Agriculture) has requested me to urge upon your firm the necessity to attend to the problem of the transformation of ammonia to salpeter. I have the impression that the Deutsche Landwirtschaft-Gesellschaft is sure of being able to employ salpeter in any quantity, whereas it is not so sure in respect of ammonia."

BOSCH himself, in a lecture on 9 April 1918¹⁾ before the Deutsche Bunsengesellschaft (German Bunsen Society), explained, how he arrived at the conversion of the ammonia nitrogen into salpeter nitrogen through the study of agricultural needs; he says:
"Barring nitrogen of lime, salpeter was before the war the only important synthetic²⁾ nitrogen fertilizer apart from ammonia sulphate, and it is thought in agricultural circles that the use of salpeter is indispensable especially in top fertilization. Thus salpeter played a large role particularly in growing sugar beet. We had therefore to endeavor to produce also sodium nitrate or at least a nitrate with a similar effect out of synthetic ammonia."

BOSCH never thought that the nitric acid thus produced was to be used in making munitions in a coming war.

Until the outbreak of war in 1914 no steps whatever had been taken to prepare the manufacture of nitric acid. Experiments which had shown that iron could be substituted for platinum,

1) see Journal for Electro-Chemistry, (Zeitschrift fuer Elektrochemie), 24, 361, 1918

2) "synthetic" is of course used in contrast to animal dung here.

had been shelved for the time being. His Excellency Emil FISCHER, and HABER describe vividly how ignorant the War Ministry was regarding the question of salpeter when the World War had broken out in August 1914.

Walter RATHENAU, who, as is well known, was murdered in 1923 because of his pacifist-socialistic attitude, describes in "Germany's Raw Material Supplies" (1916) how, on 8 August 1914, he was received by the Chief of the General War Department, Colonel SCHUCH, and expressed his fears regarding the supply of vital materials for war economy. The next day he was received by War Minister FALKENHAYN; as a result of his explanations, the organization "Department Raw Materials for War" (Kriegs-Rohstoff-Abteilung) was created and RATHENAU himself was appointed as chairman. In October 1914, Dr. SCHUNKER and Dr. Carl MUELLER, members of the BASF Vorstand were called to Berlin regarding the procurement of salpeter; they saw no way out. Then BOSCH heard the report, he decided to undertake the procurement of nitric acid. By the utmost effort he actually managed to work out the required process and to put the factory into operation in May 1915. The American, Dr. LANDIS, of the Am. Cyanamide Co., who in 1919 closely studied the situation in Germany, makes the following comments in the Journal of Industrial and Engineering Industry, 46/1920 page 7: "The writer is certain that on January 1, 1916, with the exception of

the old Ostwald plant, there had nothing new been erected in Germany for the oxidation of ammonia."

The Ostwald plant in Gerthe was small and the process evolved there was out of the question for mass consumption, as it required platinum, of which Germany had an insufficient supply.

Literature: "Zeitschrift fuer angewandte Chemie" (Journal for Applied Chemistry) 32 II 760 1) and 785, 1919;

A.V. Weinberg, "Naturwissenschaften" (Natural Sciences) VII, 868, 1919;

C. Driesberg, "Treaties, Lectures, Discourses"
("Abhandlungen, Vortraege, Reden") page 566.

The war came so unexpectedly for BASF, that in the first shock, they even instructed all supplier firms at once, to stop building the machines and apparatus which had been ordered from them (for the Oppau factory) !! For two months building operations were interrupted altogether. Only towards the end of September did the factory become important to the Central European powers as the raw material source of armaments. (Dr. Stern).

Accordingly, there can be no doubt that the BASF, and especially BOSCH, did not prepare for the war of 1914. This would have been against his whole nature.

-
- 1) It is proved there that "the allegation of the Entente, Germany had prepared herself for the coming war by promoting the erection of the Oppau factory, is simply absurd, as can be seen from the above statements, which can be investigated any time."

Just as there was no justification for saying that the discovery of radium by Prof. and Madame CURIE would lead to the atom bomb; that the discovery of uranium rays by the Frenchman BECQUEREL was a preparation for war; that the construction of a steel works in Pittsburgh or of an automobile plant in Detroit was a preparation for war, so it would be unjust to conclude that the ammonia syntheses were developed for war purposes. The following incident proves that such an outcome did not even occur to BOSCH. Then in 1916 I was going to point out in an essay on the ammonia synthesis how important a role it had attained in Germany's war effort, Director Dr. Julius ADEL, then my chief, warned me; he said: "For Heaven's sake, do not mention this; BOSCH is utterly dejected anyway, because his ammonia served to prolong the war, thereby causing the loss of so many lives."

Anti-semitism, militarism and Chauvinism were absolutely repulsive to BOSCH. Regarding the first, it is already characteristic that one of BOSCH's nearest confidants was Dr. phil. et Dr. jur. Ernst SCHWARZ, his scientific secretary for roughly 15 years, a full Jew and son of a rabbi; when in 1933 it was no longer possible for the latter to stay in Germany, he helped him to obtain a position as Director of the Alfa-Inesco Co. in Linhampton, N.Y., on favorable terms. Prof. BOSCH furthermore joined the board of guardians (Kuratorium) of the Einstein Institute on 22 June 1922.

He continued to donate considerable sums to the Einstein Institute, which were decisive for its development. (See "Naturwissenschaften" - volume 18, page 777, 1930). On 1 and 2 March 1926 Professor EINSTEIN gave two lectures in the Gesellschaftshaus Ludwigshafen; this visit of EINSTEIN's was due to Prof. BOSCH's effort. When EINSTEIN's assistant, Dr. Finley FREUNDLICH was in difficulties in 1933, BOSCH came to his aid; he was unable to retain him, but managed to obtain a pension for him instead of a dismissal. FREUNDLICH then went to Ankara and some years later to Prague.

In the very beginning, BOSCH had hopes that the Third Reich would bring an effective change in eliminating unemployment. But he soon discovered which way the wind was blowing, and became an enemy of the movement.

When in 1934 at the Scientists' Congress in Hanover the so-called "Reich Physicians' Fuhrer" called out to the meeting: "There is now no German science without the primary basis of National Socialist philosophy", BOSCH answered him that science cannot set itself intellectual or geographical goals without endangering its own existence, (Association News 10, 19-24) and in a memorandum dated 17 February 1937 and addressed to RUST, the Reich minister of Religion and Education, he protested against the fact that

research was being considered as "game" and as being "superfluous", and that the Wehrmacht and Party organizations took teachers away from their tasks, to undergo political and scientific courses as well as military exercises and physical training courses, etc. I could bring many more such illustrations of the mainly stand he took against the Party. About the Chemisch-Technische Reichsanstalt (Chemo-technical Reich Institute), of whose board of guardians he was a member, he said to Dr. WITTASCH (letter dated 5 February 1939): "It has come to my knowledge that at present the Chemisch-Technische Reichsanstalt is being misused for purely military purposes; if this state of affairs continues, I no longer wish to give my name for it." This letter sufficiently shows his attitude to militarism and rearmament.

Already before the war it was rumored that LOSCH and HITLER were not at all on good terms, LOSCH having had a sharp dispute with HITLER. I therefore made inquiries recently, and learned the following facts, which throw much light on the matter, though they do not clear it up completely. My information comes from Frau Geheimrat LOSCH and Dr. Otto BISEMUT (though the latter's story too is only based on "hearsay").

Several leaders of economy gathered in Berlin to meet HITLER and bring their wishes and fears before him. LOSCH was picked as speaker. When HITLER entered the Hall, LOSCH stepped forward to speak. The moment HITLER saw him, he is said to have then turned and gone out. An adjutant entered, announcing that the gentlemen were asked to choose another speaker. However they had enough backbone to leave. This is what happened according to Frau LOSCH.

According to Dr. EISENHUT the meeting took a somewhat different course. BOSCH had started his speech and had, as arranged, stated the industry's fears about the adopted economic policy (forced export and the like), when HITLER interrupted him: "You know nothing about those things," whereupon he turned and went out. An adjutant then appeared, announcing that the meeting was closed, whereupon the men left. It is possible that both these meetings took place, the course of the first-mentioned being the consequences of the bad feelings created at the last-mentioned meeting (which ^{however} took place first). It is certain, at any rate, that BOSCH and HITLER were hostile to each other.

It is said that there was another incident in Munich. BOSCH arrived at a meeting, and (probably under the influence of Frick) held forth in strong language against the Labor Front, the Four Year Plan, etc., all the time referring only to "that HITLER". This had been reported to the Gestapo, and D. had been very close to being arrested. He was saved therefrom only by the efforts of General MILCH, State Secretary KOPPEL and others. However, D.'s rights of public speech were curtailed, and as chairman of the Scientists' and Physicians' Congress in November

he is said to have read his entire speech from notes, contrary to his usual custom.

When the factory paper had become National Socialist (commulsory), BOSCH, according to his wife, furiously threw it into a corner, and forbade them to mention even a word about him therein.

BOSCH's collaborator, Dr. LAFFE, tells this story: "On the occasion of a dinner at the Villa BOSCH - February 1932 - he (L.) asked BOSCH what he thought of HITLER. BOSCH answered: "He is a criminal, you have only to look at him. He should be put against a wall and shot."

L. was summoned to Berlin several times. He always had the feeling that HITLER had not really listened to him. Either he himself had spoken all the time, or had obviously been thinking of something entirely different. LAFFE also mentioned that KRAUCH strongly resisted being appointed to that position with GOERING in Berlin, and finally accepted only because BOSCH greatly urged him to do so "as he would thus be able to prevent more chains being broken."

Prof. GRIMM, who was frequently together with BOSCH and who is now residing in Diessen (Ammersee), wrote me in reply to my inquiry that he cannot recollect details, but that on the whole he too had the impression that BOSCH despised the NSDAP and was unhappy about the whole development. BOSCH also expressed himself in that sense to Frau Prof. GRIMM, who was his neighbor at table at the BUNSEN Congress in Berlin 1935. He concluded bitterly: "It would be best to take a rope and hang oneself."

The fact that in the first World War BOSCH fully cooperated in the war effort, is no proof that he was a militarist and anti-pacifist. Industrialists of all countries supported their government in wartime; not even pacifist Jews in Germany acted differently: HAUSER, RATHENAU (see above), also PERL, who emigrated to America in 1933 because of the persecution of the Jews, and who became Research Professor at the Carnegie Institute of Technology in Pittsburgh, Pa. He describes his share in the procurement of saltpetre for Austria in "Chemical and Metallurgical Engineering" No. 10, October 1939, page 608-612 and says finally:

"The writer could continue for hours to describe problems with which he was and has to be concerned from 1 August, 1914 until March 25, 1919. He wishes to forego the drawing of either ethical or other conclusions regarding this difficult but interesting time. He tries to explain such happenings from a scientific point of view. He sees in the war a powerful catalytic reaction which hastened a slowly proceeding reaction. He does not venture to say whether this reaction is one which will in the end serve humanity, or whether it is a reaction which will have the opposite effect. *
However, one

fact cannot be denied. The single individual cannot escape this cataclysm. He must do his duty, enhance the good and minimize the evil in such a situation, to the best of his ability."

signed: Dr. Karl HOLZEMANN

I hereby certify and attest that the above signature is that of Dr. Karl HOLZEMANN, Heidelberg, Schroederstrasse 64, given before Professor Eduard WAHL.

Heidelberg, 7 December 1947

signed Professor Eduard WAHL

Professor Dr. J. BOOPS
Geheimer Rat (Privy Counsellor)

Heidelberg, 28 October 1941
Klin.enteich 13

A f f i d a v i t .

I, Professor Johannes BOOPS (Heidelberg, Klin.enteichstrasse 13) have first been warned that I render myself liable to punishment by giving a false affidavit. I state on oath that my deposition is true and was made to be submitted as evidence to the Military Tribunal in the Palace of Justice at Nuremberg, Germany.

I knew Professor Karl BOSCH from about 1924 onwards as a member of the Circle of Friends of the University in Heidelberg of which I am manager. I got to know him more closely when, after the death of Kommerzienrat Dr. Hans CLARK (on October 29, 1927) he became first chairman of our society. From that date until his death in spring 1940, I saw him very frequently in our meetings, and after we had got to know each other more intimately, he talked to me very frankly about all current topics.

On the basis of our conversations, I can only say that BOSCH not only sincerely promoted free scientific research - the Society of Friends owes much to his zealous activity - but gave me the impression of being a fanatic enemy of National Socialism.

DOCUMENT BOOK I SCHMITZ
SCHMITZ DOCUMENT No. 9

He also firmly opposed the dismissal of Jews from enterprises. One day he told me: "Now they have also removed SCHWARZ, my indispensable assistant, only because he is a Jew." If I am not mistaken, he told me furthermore that he thereupon personally went to see HITLER in order to expostulate with him about his anti-Jewish policy, but that HITLER had rather rudely shown him the door which, of course, embittered his attitude toward HITLER still more. Neither did he make any secret of his opinions in wider circles. I very well remember one evening in the Europaischen Hof when, after a social gathering of the Friends of the University, and at an advanced hour, he quite heedlessly - in the presence of waiters - became extremely outspoken with regard to the regime and its exponents.

I do not remember whether I also talked to him about the war which broke out shortly before his death. In view of his opposition to National Socialism and of the firm stand he took in promoting the blessings of peace, I feel sure that he was also firmly opposed to any development leading to war.

signed Johannes HOOPS
Professor at the Heibelber University

The above signature of Professor Johannes HOOPS, Klingensreichstrasse 13, Heibelber, affixed before me, Professor Dr. Eward WAHL, is hereby attested and certified.

Heibelber, 25 October 1947

signed Dr. Eward WAHL
Professor of Law in ordinary
special counsel of all defendants

a f f i d a v i t .

I, Jonathan ZERNKE at Althausen, am aware that I render myself liable to punishment by making a false Affidavit. I state on oath that my deposition is true and was made to be submitted as evidence to the Military Tribunal in the Palace of Justice at Nuremberg.

In 1935 Geheimrat (Privy Counsellor) Dr. Carl DOSCH was acting as chairman of the Vorstandsrat of the Deutsches Museum and was in the chair during the meeting of this Council on 7 May 1935. He made critical remarks in his addresses during this conference, of such a nature that Minister-president Dr. Ludwig SIEBERT, who attended the meeting, demanded the following of the Vorstandsmember Hugo BRUCHMANN, a publisher:

1) The Vorstand of the Deutsches Museum is to apologize in writing to Minister-president SIEBERT. - Copy of the letter of apology has been forwarded to Herr Hans GIERLICHES today. -

2) Geheimrat DOSCH is not to remain chairman of the Vorstandsrat. - Thereupon Geheimrat DOSCH resigned from the Vorstandsrat. -

Furthermore Minister-president SIEBERT, who had invited the leading personalities of the Deutsches Museum - as far as I remember, the Vorstand and the chairman of the Vorstandsrat - to his apartment one evening, stated that he would not receive Geheimrat DOSCH. -

DOCUMENT BOOK I SCHWITZ
SCHWITZ DOCUMENT No. 10

Gubairat BOSCH who had already accepted this invitation, thereupon cancelled the engagement.

Althemenber, 29 December 1947

signed J. ZENNECK

Dr. Jonathan ZENNECK
Professor in ordinary (released from official duties)
Gubairat Boschum erst (Privy Government Councillor).

The above signature of Herr Jonathan ZENNECK, Althemenber, affixed before me, the mayor of Althemenber, is hereby attested and certified.

Althemenber, December (ills 1316) 1947

signed MADER

Community of Althemenber (stamp)

Copy

DEUTSCHES MUSEUM (German Museum)

Munich

The Vorstand

Munich, 8 May 1939
HR/C

To:
Minister, resident Dr. Ludwig SIEBERT
Munich

Sir,

On behalf of the Vorstand we wish to state that we regret the criticism advanced by Geheimrat BOSCH - the former acting chairman of the Vorstandsrat - in an address during the meeting of the Committee of the Deutsches Museum on 7 May. We disapprove of this aberration which happened without our knowledge and offer you our apology.

Geheimrat BOSCH has meanwhile resigned his membership of the Vorstandsrat. We therefore trust that this unpleasant affair is settled and should appreciate it if you continued to place your confidence in us.

DEUTSCHES MUSEUM

signed H. BRUGMANN signed ZENDECK

Althofenber, 26 December 1947

The above document is a copy of the original carbon copy, which is kept in the

DOCUMENT BOOK I SCHMITZ
SCHMITZ DOCUMENT No. 11

Deutsches Museum.

The chairman of the Vorstand of the

Deutsches Museum

signed J. ZERNER
Professor Dr. J. ZERNER

Althausen

near Merin (Upper Bavaria)

DOCUMENT BOOK 1 SCHMITZ
SCHMITZ DOCUMENT No. 12

Affidavit.

I, Hildegard von VELTHEIM, néé DUISBERG, living at Germaisch-Partenkirchen, Obermühlweg 5, do swear that I render myself liable to punishment for deposing a false affidavit. I declare on oath that the following statements are true to the best of my knowledge and belief, and that they were made to be submitted to the American Military Tribunal in Nuernberg as evidence in Case 6 (I.G. Farbenindustrie Aktiengesellschaft).

I am the daughter of Geheimrat Professor Dr. DUISBERG who died in 1935, and who was Chairman of the Aufsichtsrat of I.G. Farbenindustrie A.G. for many years.

I very distinctly remember the following event which occurred in the house of my parents at Leverkusen on the Rhine in Summer 1932. On that particular day the family had to wait a long time for the midday-meal to be started, as my father's return from the works had been delayed.

DOCUMENT BOOK I SCHMITZ
SCHMITZ DOCUMENT No. 12

5

we were told that he still had a visitor. When he finally appeared, he told us that Fritz THYSSSEN, one of the leading Ruhr-Industrialists had been to see him in order to ask him, or rather the I.G., for a considerable sum in support of the NSDAP. I think I remember my father mentioned RM 1,000,000.- in this connection. My father said that he refused this request, as he would never even consider taking part in a matter of which he had no great opinion.

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I remember numerous other occasions when my father clearly expressed his adverse attitude to HITLER and his party. This fundamental attitude of his was well known to the rulers of the Third Reich and many were the open and unequivocal affronts my father suffered after its assumption of power. The party's attitude was most apparent on the occasion of his funeral. Only half an hour before the beginning of the ceremony was permission given to the employees of the Leverkusen-I.G. works to attend the ceremony, following on

DOCUMENT BOOK I SCHMITZ
SCHMITZ DOCUMENT No. 12

a previous refusal based on the fact that the deceased
had not been a National Socialist.

Germisch-Partenkirchen,
15 December 1947

Signed: Hildegard von VELTHEIM
née DUISBERG

Hildegard von VELTHEIM
née DUISBERG

I declare on oath that my property is not blocked and that
I am not subject to police supervision.

Germisch-Partenkirchen,
15 December 1947.

Signed: Hildegard von VELTHEIM
née DUISBERG

UR No. 2807/47

I attest and certify herewith the overleaf and above
signatures, affixed before me, Notary Public Dr.
Richard DÄRMER in Germisch-Partenkirchen, of Frau
Hildegard von VELTHEIM, née DUISBERG, householder at
Germisch-Partenkirchen, Obersuehlweg 5.

I ascertained Frau Hildegard von VELTHEIM's personality
from her German identity-card, stamped and furnished
with her photograph, issued by the local Police-administration
at Germisch-Partenkirchen, on 20 August 1946, and bearing
the identity-number 80 1747.

Germisch-Partenkirchen
15 December 1947 (nineteen hundred-fortysseven)

Notary Public fees, Signed: Dr. DÄRMER
registration num- Dr. Rich. DÄRMER, Notary Public
ber 2807

Assessment	3000 RM and 200 RM	Total 12.36 RM
Fee according to paragraph 144, 26, 39	4.- RM	Signed: D. DÄRMER
Additional fee according to paragraph 53	4.- RM	Dr. Richard DÄRMER
Paragraph 43/I	4.- RM	Notary Public at
Turnover-tax	- .36 RM	Germisch-Parten-
		kirchen
		(stamp)

DOCUMENT BOOK I SCHWITZ
SCHWITZ DOCUMENT No. 13

Affidavit.

I, Erwin KRITZER, living at Leverkusen-Besdorf, A.-L.-Hofmann Strasse 9, do swear that I render myself liable to punishment by making a false affidavit. I declare herewith on oath that the following statements are true to the best of my knowledge and belief and that they were made to be submitted to the American Military Tribunal in Nuernberg as evidence in Case VI (I.G. Farbenindustrie Aktiengesellschaft).

I entered the Farbenfabriken, formerly Friedr. Bayer & Co, Leverkusen on 1 November 1911 and worked in the office of Geheimrat DUISBERG's secretary from 1 May 1920. From 1 May 1920 until the death of Geheimrat DUISBERG, I was chief of the latter's economic secretariat. At that time this office became part of the General Secretary's office. Part of my duty was to attend to all matters in Geheimrat DUISBERG's charge as Chairman or member of the Vorstand of economic, scientific and cultural societies.

DOCUMENT BOOK I SCHMITZ
SCHMITZ DOCUMENT No. 13

On account of my many years' activity in close contact with Geheimrat DUISBERG, during which a considerable part of his correspondence also passed through my hands, I am in a position to express a correct opinion on Geheimrat DUISBERG's political attitude.

From many of his personal remarks I know that he was opposed on principle to National Socialism. This attitude found clear expression in numerous letters that passed through my hands. I remember a letter written in the autumn of 1932 to Dr. SCHMIDT-PAULI, Berlin wherein he, in unmistakable terms expressed his opposition to the party and gave reasons for it. Unfortunately the copy of his letter was destroyed several years ago so that it should not be used as incriminating material against the family.

I also know from my official position, that after the assumption of power, Geheimrat DUISBERG was eliminated from nearly all official positions which he had held in German public life. Here I may mention his administration of the German

University Students' Organization, a social welfare organization for German university students in which Geheimrat DUISBERG ever since its inauguration after the first World War had shown special interest and had taken an active part in its direction. For this activity, as far back as 1923, the title "Father of the German Students' Relief" was conferred on him, this being amplified to "Father of the German University-Students" in 1925 by the then Chairman of the German Students' Association.

I also know of numerous cases where Geheimrat DUISBERG used his influence on behalf of people dismissed from their posts on account of the National Socialist regime, or otherwise in difficulty. As examples I mention his efforts on behalf of town mayor Dr. GLASS, Leverkusen, Professor Dr. ROBERT, Cologne, Professor Dr. JAYE, Heidelberg, Hans RYMANN, Leverkusen, Frau Lisa BLANDSTROM-ULICH, and several others.

The National Socialist Party's attitude to Geheimrat DUISBERG was above all evident at the time of his death. Though his

distinguished personality as an industrialist and human being found full appreciation in the German and in particular in the foreign press, official Germany, as far as it was already at that time under Party influence, displayed the most marked reserve on the occasion of the funeral.

Leverkusen-Beyerwerk, 16 December 1947

signed: Erwin KRITZER

I herewith attest and certify the above signature of Herr Erwin KRITZER, Leverkusen-Meisdorf, A.-W.-Hofmann Strasse 9, affixed before me, Attorney Dr. Christian H. TUBROK, deputy counsel for the defense at the Duernberg Military Tribunal.

Leverkusen-Beyerwerk, 16 December 1947

signed: Christian H. TUBROK

A f f i d a v i t .

I, Erwin KATZER, residing at Leverkusen-Bischof, A.-S., Hofmann-Strasse 9, know that I render myself liable to punishment for depositing a false affidavit. I herewith declare in lieu of oath that the following statements contain the truth according to the best of my belief and knowledge and were made to be submitted to the U.S. Military Tribunal as evidence in Case VI (I.G. Farben).

I took up work with the dye factories, formerly Fried. BAYER & Co., in Leverkusen, on 1 November 1911. From 1 May 1920 onwards, I worked in the secretariate of Geheimrat DUISBURG. From 1 May 1920 until his death, I was in charge of DUISBURG's economic secretariate. After his death, I was transferred to the general secretariate. My tasks consisted among other things of working on all matters to be settled by Geheimrat DUISBURG, in his capacity as chairman or member of a board of economic, scientific and cultural associations.

I herewith certify that the following letters were taken from the original files of the former secretariate of Geheimrat LUISBERG and, according to the best of my belief and knowledge, represent carbon copies or faithful copies of the original letters.

1. Copy of a letter from Geheimrat Dr. KIRLDORF, Muehlheim-Ruhr, to Geheimrat Dr. LUISBERG, dated 21 June 1931.
2. Carbon copy of Geheimrat Dr. LUISBERG's reply to Geheimrat Dr. KIRLDORF dated 25 June 1931.
3. Copy of Geheimrat Dr. KIRLDORF's reply to letter 2, dated 5 July 1931.
4. Copy of a letter from Geheimrat LUISBERG to Frau Else TRAEHNDSTROEM-UNICH, dated 3 August 1933.
5. Copy of a letter from Geheimrat LUISBERG to the director general of the H.A.P.A.G., Herr M. ODOUSSIER, dated 5 January 1934.
6. Copy of a letter from Geheimrat LUISBERG to the Provinzial Schulkollegium, Koblenz, dated 24 April 1933.
7. Copy of the reply of the Oberpraesident of the Rhine Province, Department for Higher Education, Koblenz, to letter 6, dated 25 April 1933.

Leverkusen-Bayer Works, 15 December 1947

signed Erwin KRITZER

The above signature of Herr Erwin KRITZER, Leverkusen-Miesdorf,
A.E. Hofmann Strasse 9, was affixed before me, attorney Dr.
Christian H. TIERCK, deputy defense counsel at the Nurnberg
Military Tribunal, and is hereby attested and certified by me.

Leverkusen,-Bayer Works, 15 December 1947

signed: Christian H. TIERCK

C o p y .

Gebäudestr. 12, I. u. II. Etage, 11100
Mühlheim (Ruhr)-Speldorf
Streithof

Mühlheim-Ruhr
21 June 1931
Post-Speldorf

Dear Herr EISENBERG,

In the fateful time of the World War, I predicted during our meetings that we must lose the war because of the policy pursued by the wretched Reich Chancellor v. BETHMANN-HOLLEGG, therefore the excellent performances of your industry in the sphere of defense against the enemy superiority would be in vain. You did not believe me at that fateful decisive hour, but, later, you agreed that I was right.

Since the revolution, the German industry gave in more and more to the Marxist-Internationalist Trade Union movement, and even fought the finally adopted national defense against this policy destroying the fatherland. The leader of this was the Reich Association of German Industry, also under your leadership.

Logically, today you are on Reich Chancellor BRUNING's side,

DOCUMENT BOOK I SCHMITZ
SCHMITZ DOCUMENT No. 14

to whom you give definite proof of your confidence in him.

Thereby you pronounced sentence on the German industry,
whose collapse is now unavoidable. Thus, the fate of our
fatherland will be sealed.

You will contradict me this time, too, but I beg you to
remember my words when fate has had its say.

No reply is expected.

Your devoted

signed: Emil KIRDORF

Herrn Geheimrat Dr. Ing e.h. Emil FRIEDRICH 26 June 1931
Muehlheim (Ruhr)-Speldorf
Strefthof

Dear Herr FRIEDRICH,

Even if you do not expect a reply to your views stated in your letter of 21 June, your opinion forces me to reply at some length. It is an error on your part when you write that, at that decisive hour . . . , I did not believe your words that we had to lose the war because of the policy followed by the wretched Reich Chancellor v. FETHMANN-HOLLTIEG. Together with you I was one of the bitterest opponents of Reich Chancellor v. FETHMANN-HOLLTIEG, I have fought him wherever I could and, on behalf of the former Field Marshal and present Reich President v. HINLENDURG whose endeavors in Pless (Upper Silesia) . . . to get him into disgrace with the Emperor, I then launched a direct attack against him with the aim of averting ^{had failed} ^{because} However, I always believed that we would not lose the war,

this was obviously obligatory. The demands of the heavy industry for the annexation of Belgian and Northern-French territories, against which I always fought, did complicate matters.

Regarding the Marxist tendency followed by the Government, I always opposed that, wherever I could. Please do read the reports of our general meetings during the last 5 years, where I always pointed out again and again the ~~wrong~~ and the harmful aspects of state-control movements, in the labor movement as in the building industry, or any other industry.

If I support Chancellor Dr. BRUENING out of conviction today, and express to him the confidence of the Reich Association of German Industry during these times, I do so because I have confidence in his methods and in the success of his work. Unfortunately, he is restricted in his intentions and actions, essentially because of

the peculiar attitude and tendency of the Right-wing parties. As you know, I am no party-politician, did not belong to any party and never contributed one penny to any party. This may not be sensible, however, the circumstances of my life forced me to take that attitude. But for all that I am neutral and unprejudiced and look upon all political problems without bias.

Reich Chancellor Dr. BRUNING cannot do as he pleases either. He is dependent upon the majority in the Reichstag, although not unconditionally so. He can obtain the former only together with the Zentrum and the S.P.D., and not with the National Socialists with their completely vague economic aims nor with the Deutsch-Nationale who mulishly stick to one point of view. Apart from that I want to identify myself with v. OLDENBURG-JANUSCHKAUS' statements, who said about Reich Chancellor Dr. BRUNING, "after ISKACI he is still the best Chancellor", and, in a private conversation is said to have enlarged on this by adding, "after I read v. DORLOT's memoirs, I want to cross out the 'still'."

Neither am I as pessimistic as you, . . in believing that the fate of our fatherland is sealed. I am an optimist and shall remain one to the end of my days. I do hope that, one day, we shall emerge again from the chaos into which we have fallen and move forward.

Your devoted
signed C.D.

COPY.

Original of his private autograph collection

Kirchhof-Streitthof

Aushilheim-Muhr, 5 June 1931
Post Speldorf

Dear Herr LUISBERG,

I received your kind letter of 26 ult., when I came back from a journey yesterday evening. I admit that the feeble hope of winning over the highest economic leader for the national movement has made me take up my pen again.

The German Industry does not yet realize the fact that, without political assistance, it cannot maintain the Fatherland, and that a nation which neither thinks, feels nor acts nationalistically, no longer has a justification for its existence.

Thus its fate must take its course.

I thought of JANUSCHKE as being more intelligent.

Your devoted

si na: Emil KHALOF

Geheimer Regierungsrat
Prof. Dr. Carl DUISBERG

Leverkusen, 8 August 1933

To: Dr. Elsa GRAMMSTROEM-ULICH
Kniebis near Freudenstadt
Kurhaus Alexanderschanze

My dear Frau Grammstroem-Ulich,

I was informed by Dr. SCHAIERER and his wife that in consequence of your husband's dismissal from his post as Ministerialrat at the Ministry of Ecclesiastical Affairs and Education as well as from his post as professor at the Technische Hochschule (Technical College) in Dresden you found yourself in straitened circumstances, which forced you to dismiss your maid and to do all the housework yourself.

In view of the many services of sacrifice you rendered to the German prisoners of war in Siberia, and later on to the children of the deceased prisoners of war with your children's home in Neusorge, I felt obliged to write to a number of industrialists, especially to those who at that time provided you with the means for the maintenance of your children's home until the children

reached the age when they were able to make a living.

These gentlemen have now undertaken - as you may see from the attached list - to place at your disposal during the next five years one or more shares to an amount of RM 300.- totalling so far RM 4200.- per year.

I beg you to let me know the number of your banking account in Dresden so that I can ask the gentlemen to transfer the amounts subscribed to this account. I shall inform you of further subscriptions.

We all hope that in this way we have contributed a mite to your economic maintenance. I assure you of always of my regard and send you sincere greetings.

Yours

signed C. LOIS EAC

C O P Y .

Geholmer Regierungsrat
Professor Dr. C. DUISBERG

Leverkuesen, 5 January 1934

To: Generaldirektor A. OBOUSSIER
H a m b u r g
A m s t e r d a m 25

Dear Sir,

Ministerialrat a.L. Professor Dr. Robert Ulich, Bremen,
and his wife and daughter are going to sail to New York aboard the
Hapag-Liner Hapburg, on 13 January. Professor Ulich's wife is the
Swede Elsa Braendstroem, well-known for her exceedingly beneficial
activity among the German prisoners of war in Sicily. Professor
ULICH has been honored by an invitation to deliver guest-lectures
on pedagogy at the Harvard University in Boston, where he will first
stay for 9 months.

According to what I have heard from other sources, the Ulich
family has decided to travel tourist-class in order to save money.
That prompts me, without Frau Elsa BRAENDSTROEM's or her husband's
knowledge, to ask you very politely to see to it that

DOCUMENT OOK I SCHWITZ
SCHWITZ DOCUMENT No. 14

the ULICH-family is given a certain amount of consideration on board, in view of Elise BRAENDSTROEM's services and her great reputation not only in Germany but also far beyond its borders abroad. I am convinced that this will contribute towards Mr. and Frau BRAENDSTROEM, who loves Germany very much and who regards it as her native country, use her influence to further the German reputation also in the States.

I thank you very much for the trouble you are taking in this matter, and remain with German greetings

Yours very respectfully
signed: Dr. C. DUISBERG

C o p i e s.

Leverkusen, 24 April 1933

To the

Provincial-Schulkollegium
K o b l e n z

Dear Sirs,

I learn from the newspapers that the head of the Carl-Luisberg Realgymnasium in Leverkusen, Studiendirektor Dr. F. LEOPOLD has been suspended; I do not know the reasons which caused the municipal administration to do this, but I do not doubt that this constitutes an illegal act.

As the bearer of the name by which the Realgymnasium is known, I ask the Provinzial-Schulkollegium in all friendliness to protect Dr. LEOPOLD and - if the NSLAP requests his dismissal from office - to procure for him another position of equal standing, in view of the fact that he is not yet advanced in years.

Yours with the highest esteem,

signed: Dr. C. DUISBERG

DOCUMENT 7004 I SCHMITE
SCHMITE DOCUMENT No. 14

Chief President
of the Rhine Province
Department for Higher
Education

Koblenz, 29 April 1933
Oberwerth, Beethovenplatz 9

I No. 4164
Reference
Your letter dated 24 April 1934 (mistake for 1933)

The mayor of Leverkusen was not authorized to dismiss the
director of the Realgymnasium from his post. The necessary
steps have already been taken. I will ensure that director
Dr. LSCPOLD does not suffer any injustice.

by order:

Signed: FACELER

To: Gonsiorer Regierungsrat
Professor Dr. DUISBERG
Leverkusen

AFFIDAVIT

I, Erwin KRITZER, living at Leverkusen-Viehdorf, A.-V.-
Hofmann-Strasse 9, know that I render myself liable to
punishment by making a false affidavit. I declare herewith
under oath that the following statements are the truth
according to my best knowledge and belief, and that they
were made to be submitted to the American Military Tribunal
as evidence in Case VI (I.G. Farbenindustrie Aktiengesell-
schaft).

The article "Hindenburg --- or the others?" was published in
German papers by Geheimrat DRISSE RG in 1932 on the occasion
of the election of the Reich President. I certify that the
enclosed draft of this article was corrected personally
by Geheimrat DRISSE RG in his own handwriting.

There is further enclosed an excerpt from this article referring
to the NSDAP.

Leverkusen-Feyerwerk, 16 December 1947

signed: Erwin KRITZER

DOCUMENT BOOK I, SCHMITZ
SCHMITZ DOCUMENT No. 15

I attest and certify that the above signature of Herr Erwin
KRITZER, Leverkusen, Wiesdorf, A.-W.-Hofmann-Strasse 9,
affixed before me, Attorney Dr. Christian E. TIERCK, deputy
counsel for the defense at the Auerberg Military Tribunal.

Leverkusen-Bayerwerk, 16 December 1947

signed: Christian E. TIERCK

Draft

Eisenburg -- or the others?

by Dr. C. DUISBURG
Leverkusen

The election of the Reichpresident in 1932 would have been a very simple and easy matter if the German people - so often reproached for their sentimentality in politics - had deliberately followed their most natural feeling: that of loyalty to a man who has a greater claim to the gratitude of all Germans than any other. Is it really necessary for us to enumerate the manifold services which Paul von EISENBURG, since 1914, has rendered to the German people? Can any contemporary have forgotten the significance for us of Tannenberg, the liberation of East Prussia and the destruction of the mighty

Russian war-engine? Can anyone have forgotten that under his command the iron wall in the west withstood the assault of an ever increasing superiority of enemy armies so that not one particle of native soil was devastated by the war? Who can ever forget that in the darkest days of German history, when in spite of all the superhuman efforts of the people and its leaders the front first wavered and then broke, he remained steadfast at his post, conducting his millions home in an orderly retreat, and dispelling the threatening spectre of chaos? Do we today no longer remember that the man of 78 years, when once again the summons of the people called him from his well-deserved, honorable retirement, took upon himself all the toils and obligations of an unaccustomed political appointment,

proving to be an exemplary Chief of State and as such commanding today both at home and abroad the highest esteem and reverence.

It may be openly said that for him, deeply rooted in the monarchical tradition, the taking over and wielding of the highest Republican authority must undoubtedly have been the outcome of a weighty decision. He will be an example of iron fealty to duty for all times in that he ~~had~~ made this sacrifice of putting aside his personal conviction in the interest of his people. No seen sacrifice when today, in the 9th decade of his life, when the spontaneous call of millions again urges him, he is once more prepared to take upon himself the heavy burden. Seven years ago he had the full confidence of all those who admittedly belonged to the political Right and in truth he has not given justification to anyone to deprive him of this trust, added to it has been, in the meantime, the highest esteem of all who in the past opposed him. One should think that his re-election

by the unanimous vote of all classes of the people who feel essentially German would now be a foregone conclusion.

Narrow-minded Party spirit has decided otherwise. And he, too, is forced into the fighting arena by sullen, political fanaticism, in reality not directed against him but against the men to whom he entrusted the direction of the Reich's policy in loyalty to the spirit of the Constitution and in frequently confirmed agreement with the majority of the representatives of the people. Opponents have arisen not only in the camp where directions for the way to Germany's salvation are taken from Moscow, but also in the ranks of those who in all sincerity emphasize their national sentiments. A spectacle to be viewed only with profound regret but one that has to be endured.

We must now aim at a clear definition of the different fronts. Whoever appeals to the moral sense of a self-conscious German nationality need not waste any words on the candidature of Thaelmann, the apostle of the Bolshevik way to salvation. The road taken by Russia's development since the beginning of the Soviet rule is strewn with the

victims of terror and with the wreckage of political economy. Wherever a beginning of reconstruction makes itself felt it has been paid for by loans from the capitalist system, abandoning fundamental principles of Communism. Nobody will be envious of him who has the courage to recommend the German people, in imitation of this example, to enter upon an equally blood-stained, erroneous path. Of the two opposing candidates from the national camp one is obviously an emergency-candidature, known to have been put forward as a way out of the difficulty arising from the break-down of toilsome attempts at coming to terms. The groups behind this nomination are numerically far too weak to justify serious expectations of success. The sole and deeply regrettable success of their nominations will be a dispersion and scattering of national votes prejudicial to national interests. There remains as the only serious rival to a Hindenburg, the leader of a comparatively young party which, unfortunately during recent years, has found a rapidly growing retinue among the German people. It is no concern of mine here to investigate the political qualities of this party-leader.

with regard to their intrinsic value nor to answer the question whether the aptitude of a successful founder of a party and canvasser for it be an equivalent substitute for the ability of the leader of a state. Nor need we attach great importance to the fact that this man, after an activity of more than 12 years in the sphere of German politics, has never deemed it desirable to apply for German citizenship until now compelled by the requirements of this candidature. Decisive for our attitude shall be merely the nature and programme of the party-organ created by him - and a comparison of this programme with that for us incorporated in the appearance of HILDEBRAND.

Adolf HITLER's party is, beyond all dispute, a very complex one of motley and heterogeneous parts. By the side of vast strata of the people who became his followers as faithful adherents to his national catchwords there is room, as clearly evident more than often, for elements to whom a change-over to communism would be an easy matter. From numerous evidence in the press as well as from various

propositions by their parliamentary representatives it can be deducted that, at times, they are sincere with regard to one component of their party-appellation, that which emphasizes the socialist nature of their aspirations. The party-programme, involved and utopian in some parts, contains certain requirements closely resembling the programme of Marxists-requirements threatening to undermine the foundations of our actual economic system. The practical results achieved by the Party so far consisted only in a far-reaching propaganda and an undoubtedly clever hold over masses of the people. The effect of their programmes and the aptitude of their leaders in responsible positions is as yet a matter for conjecture.

It is possible that circles known to be national by conviction should be willing to exchange this uncertainty for the guarantee connected with the name, actions of HINDEMBURG? The truth may be spoken here, even at the risk of containing a certain bitterness for part of the forces today supporting HINDEMBURG's candidature: In the seven years of his Reich Presidency changes have taken place in Germany's home politics which certainly to an increased degree met the wishes of circles leaning to the Right in preference to those with a tendency to the Left.

The course of the Reich's policy has more than ever approached the aims of national circles especially since BRUNING's Chancellorship. BRUNING's government, supported by the Reichspräsident HINDBURG against all the attacks of their opponents, has beyond a doubt earned a just claim to the confidence of national economy by the clarity and firmness of their aims in foreign affairs, by the energetic implementation of their programme with regard to a simplified administration and economy in all sections of the State and by its understanding for the problems of cost-price and reduction in German production and the creation of favorable export-potentialities by a clear-sighted trade-policy.

National economy, however, is not one and all in the total of a state. It cannot claim priority for its interests over those of all other factors of the whole complexity of national life. But the fact remains that the fate of national economy is indissolubly united with the restoration of a people hard hit by great adversity. The reorganization of sound fundamentals for German national economy must be based essentially on increased confidence

at home and abroad. No one who has ever had an opportunity of gaining an insight into the opinion of the world outside Germany will deny that the name of HINDENBURG, today, stands for a symbol of this re-awakening confidence. HINDENBURG's defeat would mean a serious set-back. His overwhelming majority in this first stage of the election will be a gain that cannot be estimated too highly — for the recovery of German national economy and for the restoration of the German people.

(Note: I certify that the type-written corrections, that is to say additions, are the equivalent of rectifications made in the original by Geheimrat REISSER in his own handwriting.

signed: Fenne GIERLICKS)

Circular of the Reich Association of German Industry
to its Members

"Frankfurter Nachrichten"

17 August 1930

Electoral claims of industry.

Berlin, 16 August (radio message). The Reich Association of German Industry is forwarding a circular to its members which reads inter alia:

"The development during the last year, particularly during the last months, has indisputably revealed the disastrous results, for state, people and economy, of wrong economic and financial policy. Not only was the impact of the international economic crisis on Germany not attenuated by an intelligent and energetic policy, but, on the contrary, owing to the postponement of necessary reforms, it was considerably aggravated so as to have an alarming effect on the confidence in the direction of the state among the people and in many economic circles, and to intensify most severely, for next winter, the present economic distress and unemployment.

A change is possible only if a capable government either to achieve reforms, is assured on a broad basis.

The Reich Association of German Industry therefore

...
urges its members to do all they can to further this union of the
constructive forces. The Reich Association expects its members also
to play an active part in the preparations for the elections,
according to the statements made by the chairman of the Reich
Association, Geheimrat LUIS BANG, in the last session of the main
committee. Keeping to the line followed steadily by the Reich
Association from the outset in Government- and economic policy, the
Reich Association feels bound to ask its members to support -
by co-operation and vote - only those parties which, loyal to the
constitution, unequivocally advocate the preservation and development
of private enterprise, as well as private ownership. Within the
framework of these general principles, the Reich Association,
more specifically, recommends support of those parties which, in
the solution of the imminent problems, make the principles
of economic reason prevail, to reject all collectivist experiments
and by means of peremptory reforms to lay the foundations for a
sounder German economy, and thereby for the decrease of unemployment.

In accordance with reform-ideas advocated already by the
various parties, we

demand that the reexamination of the relationship between Reich and Laender be guided by the earnest desire to simplify, and to arrange more clearly and more economically, the structure of the German State. The present electoral system must also be reviewed, above all with a view to the establishment of a closer connection between constituents and candidates. It is the opinion of the Reich Association of German Industry that the present economic and financial distress can be overcome, under the guidance of a strong government, only by a Reichstag (parliament), the majority of which is convinced that these principles are along the right lines and must be implemented in spite of all difficulties and uncertainty. Only those representatives of the people should be members of the Reichstag who care for the welfare of the people as a whole and of the State."

I hereby certify that the above document is an exact reproduction from the Frankfurter Nachrichten "Electoral claims of industry", 17 August 1930.

Munster, 17 December 1947

signed Hanns GIERLICH

article from "The Times" -
27 March 1935

Dr. Carl LUISBERG

an Appreciation

Professor Henry E. ARMSTRONG writes: -

By the death of my old friend - I know him almost from the time of his entry into commerce, when the dyestuff industry was just beginning to be of real importance in Germany - his country loses a man who, all things considered, I believe, may be regarded as the greatest industrialist the world has yet had. He combined in himself so many qualities: such rare genius, such diverse activities, so broad a knowledge and experience, such unusual organizing and constructive ability, such mental and personal activity, no so rare in culture and wisdom with years. A very Goethe in his youth, ripe with boundless energy, as he grew older, while retaining his vigor and even increasing his masterful ascendancy he also developed a wise sense of restraint; watching his opportunity, this enabled him at last to bring the scattered elements of German chemical industry

all together into one solid organization, reserving, however, to each unit sufficient individuality to preserve the desirable stimulus of competitive service. He was helped not a little by his next colleague, Henry POSTTINGER, who was born in Burton-on-Trent and did not leave us until he was of age, to enter industry through brewing.

The first task put into LOUIS FAG's hands went out as a message from a brewer, in Burton-on-Trent from Peter GRIESS, through a young POSTTINGER, already a member of the Bayer firm, whose father, Peter GRIESS, had followed as chemist to Allsch's brewery. By carrying out his task successfully LOUIS FAG not only rescued his firm from near bankruptcy but soon raised it to a level with its next rivals, the Adische and Linde and Soda Fabrik and the Meister, Lucius and Brunner firm. He particularly developed the synthetic urea side and captured the lead in making aspirin by registering this name as a trade mark. The Bayer firm from 1884 onwards, when Luischer entered it, probably did more than any other to make the German dyestuff industry a world industry before the last war. POSTTINGER, acting as commercial traveller, did nothing

sort of a colour spell upon India and China; he not only led them to say, but taught them how to use our modern dyestuffs.

Men who have done these things deserve to be studied in every detail. Let us hope that, at no distant date, we may have an intimate dissection of LUIS BRU's multiple career, with as full an analysis as possible of his character and actions. The story will be one to astound diplomatists and men who deal only with words; it should make men understand, possibly of the difficulties overcome in the industrial conquests achieved by scientific inquiry. Of course, LUIS BRU became a Geheimrat des kaiserlichen Hofes. As an industrialist he also has the unique distinction of being, not only a professor but also an honorary doctor in all faculties, including that of theology. On his seventieth birthday, in September 1931, the University of Bonn paid him the signal compliment of making him an honorary Senator. On this occasion he spoke out very strongly on behalf of the University Lern und Lehrfreiheit.

Apparently Germany is now bent upon killing the goose that has laid her so many golden eggs - is even persecuting reason. LUIS BRU clearly foresaw this.

Yet she is planning for a future which is impossible without the continuance of this species. Her possible lapse back to barbarism is an event too awful in its consequences to contemplate. Edwin, studied chemistry in the country during nearly three years before the 1870 war, as well as kept in touch with its leaders in the interval. I can appreciate more than most perhaps the astounding changes that have come upon the nation, in mental outlook particularly. A primitive, simple, lovable people, they seem to be becoming one of the most arrogant. We shall do well to face such a threat. Our world today is in sorest need of men of the 1915 MAG type, who will use wisdom in its service.

DOCUMENT BOOK I SCHMITZ

CERTIFICATE OF TRANSLATION

16 January 1948

We, HANNAH SCHLESINGER, AMALIA WIEZER, ANNETTE JACOBSON, MONICA WELLWOOD and PETER SIESEL, M.E. MASCH, hereby certify that we are duly appointed translators for the English and German languages and that the above is a true and correct translation of the Document Book I SCHMITZ.

pages 1 - 7	HANNAH SCHLESINGER ETO No. 20081
* 47 - 53	ANNETTE JACOBSON ETO No. 20146
* 21 - 36 61 - 66	AMALIA WIEZER ETO No. 25967
* 90 - 100	M.E. MASCH ETO No. 6176
* 54 - 60 74 - 89 101-107	MONICA WELLWOOD ETO No. 30148
* 1; I - VII 8 - 30 37 - 46 67 - 73	PETER SIESEL ETO No. 30254

* END *

Case 6
Defense

Documentbook

SCHMITZ

Volume II

(Doc. 18 - 35
Page 1 - 81)

Submitted by the Defense Counsel
Dr. Rudolf B I x



Young

I n d e x

of Document Book II

(Subject-matter of the evidence: "Alliance between Farben and Hitler")

Documents 18 to 35, Pages 1 - 51

Schnitts No.	Exhibit No.	Description of the Document	Page
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18		Excerpt from Kurt Stechart's "How was it possible?" - The origin of the Third Reich in the light of history and sociology - the description, based upon documents, of causes and roots of the fatal political changes of our time. Bernann-Fischer Verlag A.G. - Stockholm 1945	1
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Page 316/317 - Referring to Duisburg and Boech, who are being placed in opposition to the big industrialists in the name of the "national opposition", the author states: "The widespread conception, the German Big Industry had supported the Hitler Party is materially false."

Page 325/326 - The author refers to and quotes from a speech held by Duisberg on 27 September 1931 in Bonn in which he took a clear position against the cultural policy of the National-Socialists and in favor of freedom of teaching and research.

Page 333/334 - On the basis of statistics the author discloses the effects the economic crisis had on the industrial workers' power to resist National-Socialism.

Schmitt No.	Exhibit No.	Description of the Document	Page
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Page 346/350 - The author quotes from a lecture by Clemens Lammers, the then member of Farben Aufsichtsrat and member of the Präsidium of the Reich Association of the German Industry, delivered in 1932 in a meeting of the Main Committee of the Reich Association, in which he clearly expounded his views on National-Socialism.

In addition the author mentioned an attempt made in 1930 by Carl Bosch and Dr. Hermann Buscher at a discussion held in Bosch's house with leading trade unionists to bring about an understanding between the entrepreneurs and the Socialistic workers' movement.

13

Excerpts from: Konrad Heiden "Adolf Hitler" - The Era of Irresponsibility - A Biography - Europaverlag, Zurich, 1936.

15

The author establishes the fact that Geheimrat Duisberg of I.G. Farben had taken a leading part in financing the election of Hindenburg in the presidential campaign Hindenburg - Hitler and that Carl Duisberg and Carl Bosch "did not support Hitler but had opposed him".

20

Affidavit of the Custodian Dr. Margerete Vygen concerning the authenticity of the newspaper excerpts from the "Kölnische Volkszeitung", the "Berliner Tageblatt" and the "Vossische Zeitung", which contained a report concerning a GSA meeting of the NSDAP, held in the basement of January 1932 in Düsseldorf and concerning the impression made by Adolf Hitler's speech to the Düsseldorf Industrieklub on 27 January 1932.

16

(Flick-Exhibit No. 20)

Schmitz No.	Exhibit No.	Description of the Document	Page
21		Affidavit of the Bergrassessor Dr. Ph.D. Hermann Reusch, of 28 July 1947, concerning the political attitude taken by the German industrialists before and at the occasion of Hitler's seizure of power and on the question of suppressing the German trade unions in 1933 (Flick-Exhibit No. 80).	25
22		Affidavit of 29 July 1947 of the member of the Presidium of the Reich Association of the German Industry, Georg Mueller-Oerlinghausen, concerning the attitude taken by the German industrialists on National-Socialism before, on the occasion of and after Hitler's seizure of power. The Witness continues his statements concerning the terror exercised by the State on industry and the opportunity the State had since the beginning of the rearmament process (since 1937) for intervening in the production program of the enterprises. (Flick-Exhibit No. 81)	27
23		Affidavit of 5 October 1947 of Professor Dr. Hermann Warmbold concerning his cooperation at the instance of the defendant Dr. Schmitz with Brüning's Cabinet and with the following cabinets of Papen and Schleicher.	31
24		Affidavit of 8 September 1947 of Ernst Fieffler - for many years the personal secretary of Dr. W.F. Kella - concerning the financial subsidies granted from Farben funds to the middle-class press in support of their current work as well as on the occasion of elections. Particular mention is made to the financial expenditures made in support of Stresemann's policies, Farbent's contribution to the election fund for Hindenburg, amounting to RM 1,000,000.-, on the occasion of the election campaign Hindenburg-Hitler in 1932.	36

Schmitt No.	Exhibit No.	Description of the Document	Page
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The witness is quite certain that the middle-class parties were still being supported at the March elections of 1933 and that subsidies were being paid also when the parties were dissolved after this election.

- | | | | |
|----|----|--|----|
| 25 | 40 | <p>Affidavit of 8 September 1947 of Dr. V. F. Kalle, in which he confirms and supplements the above statements of Ernst Pfeiffer on principle and at the same time makes the statement that Furber's Verwaltungsrat was competent for larger contributions and for contributions involving matters of principle. In practice, the decisions concerning the contributions rested mainly in the hands of Bosch, Duisberg and Kalle.</p> | 40 |
| 26 | 42 | <p>Affidavit of Dr. Guenther Gercke, member of the Landtag of Niedersachsen, of 21 October 1947. In 1938, the witness was chairman of the working committee of the United Hindenburg Committee of Germany for the reelection of Hindenburg to the Reich Presidency. He reports on Geheimrat Duisberg's activity on this committee and on Furber's contribution of RM 1,000,000.--. The witness states that even as late as 1934, Duisberg, in political proceedings instituted against him (Gercke) "had displayed a openly and clear-cut attitude against Hitler and National-Socialism."</p> | 42 |
| 27 | 45 | <p>Affidavit of 18 December 1947 of Ernst Pfeiffer concerning financial support granted to the Frankfurter Nachrichten, a middle-class newspaper, before and after the seizure of power. The total expenditures were in excess of RM 500,000.--.</p> | 45 |

28		Affidavit of 10 December 1947 of Karl Holdermann concerning the financial support granted by Farben, through Geheimrat Bosch, to the Einstein Foundation and the Kaiser-Wilhelm-Institute for Chemistry, special "Department Prof. Weitzer".	50
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29		Excerpts from Dr. Goebbels' "From the Kaiser's Court to the Reich Chancellery". A historical account in the form of diary entries (1 January 1933 to 1 May 1933). Central Publishing House of the NSDAP, Franz Eher Nachf., G.m.b.H., Munich. (Document No.: XI-6828, Pres. Exh. No. 33)	56
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"3 February 1933. I am discussing with the Fuehrer the details of the election campaign which is starting now. How it is easy to conduct the fight because we can lay claim to all the means of the State for our purposes. The radio and press are at our disposal. We will produce a masterpiece in the way of agitation. Money is, of course, not lacking either this time."

30		Excerpt from the interrogation of the former President of the Reichsbank, Dr. Hjalmar Schacht, in the Flick trial, of 21 July 1947. The witness makes statements concerning the meeting of 30 February 1933 in which it was discussed to raise an election fund of RM 3,000,000.--. He states that this fund was not only available to the NSDAP but also to the German National and the German People's Party, and that after the election it still showed a balance of RM 600,000.--. In addition, the witness states: "At the most, Hitler's party had perhaps RM 2,000,000.-- at its disposal. Naturally he could have obtained that money quite easily from private sources, that is to say, from individual firms or donors." "Therefore, the amount of money was of no importance to Hitler and did not offer any difficulties to him."	57
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Schrift No.	Exhibit No.	Description of the Document	Page.
31		Affidavit of 16 November 1947 of Hermann Baessler, Office Manager in the Central Committee of Farben's Vorstand, concerning the members of Farben's Vorstand appointed since 1933. The list shows that during the existence of the Third Reich no member had been appointed to the Vorstand who, coming from the outside, could be considered to have been a representative of the NSDAP.	67
32		In every case an appointment had been made, it involved the normal promotion of employees who had been with Farben or its predecessor firms at least since 1933.	
32		Affidavit of 16 November 1947 of Hermann Baessler concerning members appointed to the Aufsichtsrat of Farben since 1933. The list shows that in 7 of 15 cases it concerned a transfer from Farben's Vorstand and in the other cases it was the result of old and normal business relations maintained with firms of the concern or with other firms and in one case it was due to old family ties. Even as late as 1935 a Jew had been appointed to the Aufsichtsrat. No Party representative ever belonged to the Aufsichtsrat.	69
33		Excerpt from Karl Jaspers "The War Guilt" (Die Schuldfrage) Lambert Schneider, Heidelberg, 1945. The author quotes parts from an open letter of Churchill to Hitler, published in 1938 in the "Times".	71
34		Excerpts from the interrogation of the Chairman of the Aufsichtsrat of the Norddeutsche Lloyd during the taking of evidence in the Flick trial of 12 July 1947. The witness, Karl Lindemann, furnishes an example of the social distinction given to the Party by the presence of these prominent foreigners.	72

Sehrts No.	Exhibit No.	Description of Documents	Page
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35

Excerpt from the transcript of the IMT afternoon session of 2 May 1946, in which the then defendant Schacht testifies concerning the honoring State visits paid to Hitler from abroad and concerning the political and moral support given to the regime in consequence thereof on the one hand and the difficulties experienced by the opposition as a result thereof, on the other hand.

76

Kurt Stechert

" How was it possible ? "

The Origin of the Third Reich in Historical and Sociological
Light

The description, based upon documents, of causes and roots
of the fatal political changes of our time.

Bernann-Fischer Verlag A.G. - Stockholm 1945

Excerpts

Page 316/317

.....The vast majority of the large industry and steamship companies also belong to the follower of this Chancellor *). The big industrialists who now and later were members of the camp of the " National Opposition " were quite different types than, for instance, Duisberg and his much more progressive colleague Carl Bosch of I.G. Farben, and Siemens, the chief of the Konzern of the same name. The wide-spread conception, the German Big Industry had supported the Hitler Party is objectively false. This is even more of a fairy tale than the one about the unified Reichswehr which consciously worked for the conquest of world domination.

To cultivate such fairy tales may appear to some people as a political convenience, but the

*) Meant here is Reich Chancellor Dr. Heinrich Brüning.

Schmitts - Not

Exhibit - Not

Historian must also be able to destroy fairy tales which could be quite useful to him in his capacity as a politician. A humanistic democratic politician should, after all, declare himself in opposition to any fairy tale, because his cause can be furthered only by the truth. The human being can only become the master of his history if he succeeds in rising above myths and legends.

Not only for this reason, but also for reasons of justice we would like to state emphatically at this point that not the whole of the German Big Industry but only a part it did support the Party of the brown shirts. This part belonged mainly to the heavy industry but there, too, many opponents of Hitler could be found. For instance Silberberg and Krupp. Yes, even Krupp, Germany's armament king (Kanonenkönig) who was quite frequently - and as a foregone conclusion - considered to be one of the great supporters of the NSDAP. In the Third Reich, however, he soon jumped on the bandwagon, but also Thyssen states in his book, which we have already mentioned, that Krupp was an ardent opponent of Hitler until his seizure of power. "The very day before President Hindenburg appointed Adolf Hitler Reich Chancellor, he emphatically warned the old Field Marshal against such a development", writes Thyssen. (Quotation from the Swedish edition).

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..... "hat kind of school policy, derived from ^{the} new National myth, would develop, was demonstrated already to a small extent before the victory of the Third Reich. The field of experiment was Thuringia, where in 1930/31 a Coalition Government, consisting of members of the Parties of the Right as well as National Socialists, in which Dr. Wilhelm Frick, participant of the Munich Putsch and National Socialist member of the Reichstag, held the post as Minister of the Interior and Minister of Education. Frick, the first National Socialist Minister in Germany, tried most energetically to smoothen the path for mental barbarity. One of his pioneer actions in this field was the appointment of the "Rassenhygieniker" (Race Hygienic), Guenther to the University of Jena, which protested against his appointment as can be stated in their honor. Thuringia and the Reich were in steady conflict during this period.

On 27 September 1931, Duisburg stated in Bonn that in a well governed State the Colleges enjoy a respected and free position. The State should take care of the fact that they are able to manage their affairs under a proud and free self-administration. Duisburg, who doubtlessly thought of the illgoverned State of Thuringia, continued:

" Ladies and Gentlemen! Neither a college professor nor college research can live in a strait-jacket formed by laws based upon Party politics.

Schmitz - Not

Exhibit - Not

To make collectivist and political institutes of colleges, starting with the appointment of university teachers based upon Party viewpoints which in turn results in angering the teaching body and surpression of the students, is most certainly apt to blast the pillar on which our cultural life rests. It is not difficult to make state-governed educational institutes of free colleges; it will be difficult, however, to expect, in turn, cultural work from this creation. Just because I am an economist, I see in this development an extremely great danger, not only for our economy but also for our German people and fatherland. Only scientific accomplishments will be able to lead us back to an important place. However, geniuses cannot be bred. The remarkable deeds of German mind, in the past and in the future, needed ^{need} and free teachers and free students and free colleges."

Page 333/334

..... It is questionable whether the fighting power of the industrial proletariat has been weakened even more by the general effects of the crisis than by the severe contrast between Bolshevism and Democratic Socialism. In any case, the general effects of the crisis were at least of the same importance in this respect. This has to be stated with emphasis because, strangely enough, only little attention has been paid to this side of the story.

Schultz-Not

Exhibit - Not

"During the first months of 1933 Germany had far more than six million unemployed of the workers, who were members of the trade unions, 42 percent were entirely unemployed and approx. 25 percent were part time workers. According to the specification published at the beginning of 1933 by the German Institute for Research into Economic Cycles, the volume of production in Germany decreased during the crisis of the twenties about 10 to 20 percent, while the development was thrown back not more than five years. "During the present crisis, however, the progress of production, gained by the preceding impetus, has been completely lost. Germany has been thrown back 30 to 35 years in her development." From approx. 13.5 billion Marks in 1929 the import decreased to approx. 4.7 billions in 1933, during the same time the export decreased from approx. 13.5 to 5.7. For the first time in the history of crisis the population of the large cities decreased. The desertion of the rural districts changed into a flight from the cities.

These effects of the crisis change of course the social propensities of strength considerably. That was also a reason why the funds of the Trade Unions were used up, which reduced in fact their ability to act just as much as the decomposing influence which the unemployment of the masses exerted upon the sense of solidarity of broad ranks of the proletariat. Although only seldom did this decomposition go so far that workers joined the SA

In order to secure a place of work by such action, or to leave the army of the unemployed, the battle for a place of work played an important role during these years and subjected the moral principles of the labor movement to a hard test.

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..... In those days, a meeting of the Main Committee of the Reich Association of German Industry concerned itself most seriously with the problems of the times. Clausen Lammers, member of the supervisory board of I.G. Farben, member of the Directorate of the Reich Association and member of the staff of the League of Nations delivered a lecture at a meeting on 24 June *) on the subject "Autarchy, Plant Economy and Corporate State ?" which was later published as a pamphlet (Carl Heymanns Verlag, Berlin 1932) and which is a most interesting contemporary document.

Lammers delivered a criticism of National Socialism on a very high level, argued, however, just as decisively against the conception, that all problems would be solved as soon as one would start again the old mechanism of capitalist economy. Matters did not appear that simple to him. No, he said, a new and promising economy must be formed in order to justify

*) the year 1932 is concerned.

the confidence of mankind without which it cannot live and develop. Whoever does not see that, only scratches the surface. At this point, happens when the minutes register calls of "very true". The same speaker condemned those business men who consider the State as their patron saint and allow themselves to be supported at the expense of the general public. Lamore also severely criticised the exploitation of the present political distribution of power by many capitalists who, supported by the State, reduced the pay without sufficient reason. "Any firm or organisation which follows this path voluntarily is hurting the spirit of free enterprise ("very true"), especially if they consider it as their task to maintain a leading position in the great spiritual struggle that is taking place today (strong applause)."

Lamore showed in strong logical terms, and with the knowledge of an expert, that and why the autarky experiment would under all circumstances mean radical government control. To those gentlemen who are longing for the "strong man" and who would trust his pacifying assurances, he cried out the warning: dictatorial measure of economical or political nature can never be determined in advance. He had learned from history what had been repeatedly confirmed "that even the greatest Statesmen who works with dictatorial measures has to have dictated to himself the line of his activities by one law, namely the law for preservation of his dictatorship."

Schrift- No. 1.....

Exhibit- No. 1.....

The speaker recalled in detail the Italian example "which has so often been recommended to us for imitation." He read the fascist program of 1919 which, among other things, asked for: a national assembly as sub-department of the legislative international assembly of all people, "Dictatorship of the people, exercised by an equal and direct voting right of both sexes", abandonment of compulsory military service, abandonment of the political police, the "freedom of mind and conscience, religion, assembly and press", the dissolution of industrial and financial jointstock companies, "an international policy in the meaning and in the service of solidarity of all nations, and its independency in a Federation of States".

The audience listened to this program partly amused, partly showing concern and to the last mentioned point with continuous excitement. After having read this interesting and instructive document, Leenders said:

"Gentlemen, you seem to be surprised that Russian based its first steps on these facts. You will be glad in any case that rather important points of this program, as far as economic political matters are concerned, have not been carried out.

Schmitt - No. 1
 Exhibit - No. 1

"When fascism took over the government in Italy it was tried at first to throw bridges to other political factions and to secure the cooperation of outstanding experts who had different political opinions. Only when this did not succeed and the political oppositions reached boiling point, dictatorship, as it is today, was created."

"Some events in Germany today," the serious speaker continued, "seem to show some similarity. I was told that leading personalities of the great movement had declared on every occasion that they would gladly be willing to accept any honest cooperation of leading economists in order to ensure an expert management of German economy even in the future. 'It seems therefore, that things won't turn out to be so bad after all! I was told a little while ago by one of our friends. If one listens to the voice of the people, it sounds different, however. Again and again it has been declared to the masses that their sworn leaders are at the helm of affairs and will not allow anybody near them who does not prove to be genuine in certain definite aspects.'"

"One provokes the instinct of intolerance without knowing how one will be able to master it again, in the event that it should become necessary. As far as only tactics are concerned it does not mean anything to me,

Schmitts - Not

Exhibit - Not

but I am concerned about the genuine feeling of devotedness to our people as a whole which is represented with religious fervor by the best parts of our youth. If this feeling is flooded by the instinct of the masses, only one single medium will be left later to save the people from drowning in blood and fire, namely iron force and brutal suppression of the free spirit. Look at the expenses for police and secret police which increase at present in all dictatorial countries, and you will realize where this trip will necessarily lead."

"We, as economists, should therefore for God's sake not rely on some programs or future personalities. Such an attitude would be unworthy of German enterprise", was one of the last sentences with which Lammere concluded his honorable speech. According to the stenographic report, the representative leaders of German capitalism, assembled in this session, thanked the speaker by stormy, long lasting, universal applause.

It is most remarkable that Lammere also stated in his speech that the present conditions might have been different if the thoughts presented at the Dresden meeting of the Reich Association in September 1926 would have ripened further. Valuable connections had been created, however, "I believe,

that these will be sufficient for the future, to equip industry for the show-down with the way of thinking which does not select the tensions between employers and employees as a battleground.* That established the necessity of closer connections with the labor movements.

Rational capitalism was now left without any foundation of the masses, it was, as Lammere said, at one point in his lecture, left in "hopeless minority". If capitalism wanted to arm itself with a "way of thinking" which always was the way of thinking of its reactionary critics and enemies - although never in this form and to this extent - it would only have been able to do it in alliance with those who did not want to stay behind Cobden and Bright, but with those who wanted to be ahead of them, namely in an alliance with the socialist labor movement. This was the quite correct realization of facts upon which the above quoted words of Lammere were based. It was much more difficult to materialize this knowledge under the prevailing circumstances than ever before.

A serious attempt of this kind was undertaken in 1930. Dr. Hermann Buecher, six months later President of the Allgemeine Elektrizitaets-Gesellschaft (AEG), approached Theodor Leipert, the chairman of the Allgemeine Deutsche Gewerkschaftsbund and Fritz Tarnow, the chairman of the Deutsche Holzarbeiter Verband

in order to invite them to compulsory and confidential discussions, upon request by Carl Bosch. The named union leaders accepted this invitation and carried on these discussions for a whole day at the house of Carl Bosch, where in addition Dr. Baer was also present.

Fritz Tarnow from whom I received these facts which were published for the first time, reports, that Carl Bosch declared, he had tried to learn about the attitude of the unions and to overcome all prejudices. Through intensive study of socialist literature he had finally gained the right conception. Liberal economy does not exist anymore and it has become necessary to develop new forms. He declared himself in favor of control and democratization of the works (trusts). Industry and unions were to create jointly a scientific research institute which was to work upon actual questions and to submit proper suggestions. For the industry Bosch suggested Prof. Richard von Mollendorff, an old champion of public economical efforts, as leading representative.

Leipert and Tarnow declared not to be able to accept this plan for tactical reasons. The discussions did not show any practical results, therefore. Incidentally, political questions were not discussed in this connection, but there is no doubt about the fact

that Bosch, Buecher and those circles of industry which shared their opinions, by this approach also intended "to arm themselves for the show-down with the way of thinking which does not select the tensions between employers and employees as a battleground."

Upon my question, why the unions did not consider any closer the suggestions by Bosch and Buecher, Tarnow replied: the workers did not have any understanding for such a cooperation, they had not approved of it. It seems to me, however, that the unions have made a mistake here for reason of lack of initiative and political instinct. Of course, the Communists and other radicals of the left, who did not realize either the threatening dangers or the limits of any purely revolutionary, socialistic action, cried out "betrayal of the workers". But they did that anyhow, and the many millions of workers who understood and approved of tolerance policy and the motto "Beat Hitler, elect Hindenburg!" would have surely understood and approved of a cooperation with the most progressive groups of German capitalism, especially if this would have meant steps in the direction of a positive re-construction of German economy.

This is to certify that the above document is a literal excerpt from
"Wie war das möglich?" by Kurt Stechert. - The origin of the Third
Reich in Historical and Sociological Light - the description based on
documents of causes and roots of the fatal political changes of our
times - Hermann-Fischer Verlag A.G., Stockholm, 1945.

Nuremberg, 17 December 1947.

(signed) Hanne Gierliche.

- End -

CERTIFICATE OF TRANSLATION.

I, Jack Markheim, AGO D 230 019, hereby certify that I am a duly appointed
translator for the German and English languages and that the above is
a true and correct translation of the document Schmitz No. 18.

Nuremberg, 30 January 1948.

Jack Markheim,
AGO D 230 019.

KONRAD HEIDEN
ADOLF HITLER
THE ERA OF IRRESPONSIBILITY
A BIOGRAPHY
EUROPAVERLAG ZUERICH 1936

Excerpts

Page 286

.....
"Hitler lost the second election also. Yet he received thirteen million votes, an enormous number in itself. Hindenburg however remained President.

The Reserve Army of the Junkers.

But the President did not feel so good. Who elected him really? The workers, the Social Democrats, the Center Party, the Jews. Who paid for his election campaign? The banks, the big industrialists, Geheimrat Duisberg of the IG. And where were his fans, where his citizens everywhere, his followers of 1925? Where, above all, were his Pomeranian and East Prussian Junkers? Were they all with the Bohemian corporal?"

Pages 311 and 312

.....
"According to a wellknown myth the German big industrialists, Krupp, Thyssen and Voegler, together with the East Elbian Junkers made the little corporal Hitler the head clerk of the firm called Germany, that he could manage her

Schmitts No.19.....

Exhibit No.

on their behalf as he has been doing now for three years. Or: how the history of the world pictures itself in little Maurice's mind.

The big German industrialists of this era do not present a very impressive picture. Imposing creative power was almost nowhere to be seen since the death of Hugo Stinnes (1924). The leading men are mostly children or grandchildren who administer the inheritance of their greater ancestors; the organization of the largest combine of the iron and steel industry, the 'Stahlverein' was a tragic failure, due to the insatiable greed of the partners. It is ridiculous to believe that such shrewd success hunters as Hitler or Goebbels could be outdone by Voogler or Thyssen. Sure, they make alliances with them, in these alliances one side will certainly be fooled - but it will definitely not be Hitler or Goebbels. What is involved here is politics, the taking advantage of the public opinion, the playing off of the masses, here they far excel these dealers in shares. The three big industrialists, by the way, who can boast of the most solid and powerful accomplishments of the post war era, Carl Duisberg and Carl Bosch of the IG and Carl Friedrich von Siemens, the head of the combine with the same name, did not support Hitler, but rather opposed him."

I, Hanns Gierliche, deputy defense counsel before the American Military Tribunal, Nurnberg, hereby certify that the above document is a true and correct copy from

Schmitts No.19.....

Exhibit No.

Konrad Heiden -

Adolf Hitler

the era of irresponsibility

a biography

Europaverlag Zuerich 1936.

Nuernberg, 8 January 1948

signed Hanns Gierliche.

Schmitts No.20.....

Exhibit No.

I hereby certify that this a true and correct copy of a document which I, as defense counsel for the defendant FLICK in the case USA vs FLICK et al, have submitted in my document book No. I. This document was accepted by the Tribunal as Exhibit No. 20.

Muernberg, 15 December 1947

(Dr. Rudolf Dix)

Dr. Margret VIGEN

Schmitz No. ...20.....

Exhibit No.

Duisburg, 31 May 1947

AFFIDAVIT

I, Dr. Margret VIGEN, Duisburg, Boeningerstr. 39, know that I make myself liable to punishment, if I give a false affidavit. I declare instead of an oath that my deposition conforms with the truth and was made to be put as evidence before the military Court in the palace of Justice in Nuernberg.

During the long years of my activity with the North West group of the Association of German Iron and Steel industrialists and its succeeding organization, the District Group North West of the Economic Group Iron Producing Industry it was my duty among other things to take care also of the news-paper archives. The cutting out of the papers and the filing was entrusted to reliable workers who were also under steady control and supervision. It exists, therefore, no reason to doubt that the enclosed news-paper clippings from

Koelnische Volkszeitung of 14 and 28 January 1932

Berliner Tageblatt of 27 January 1932

Vossische Zeitung of 27 January 1932 and

Wortwunder General Anzeiger of 31 January 1932

on the meeting in the Duesseldorf Industrial Club on 26 January 1932 were really taken from the papers noted on them.

I am giving this deposition based on my cooperation long years lasting to the best of my knowledge and belief.

signed Dr. Margret VIGEN

The foregoing signature of Dr. Margret VIGEN, residing Duisburg, Boeningerstrasse 39, given before lawyer Dr. Wolfgang Pohle is confirmed herewith and attested by me.

Duisburg, 31 May 1947

signed Dr. Wolfgang POHLE
lawyer and
substituting counsel for defense

KOELNISCHE VOLKSZEITUNG: No. 14 of 14 January 1932

Hitler speaks at the Dusseldorf Industrial Club, DUESSELDORF, 13 January 1932. (Can report by wire). A short while ago, as may be remembered, the Nazi leaders for political economy, Wagner and Feder, spoke at the 34th meeting of the national socialist party. The Nazis tried at that time to interest the industry especially in this meeting, but had to find out later, as told in well informed circles, that the views presented by the two economical-political top leaders did not find much love in return. Now we learn that Adolf Hitler in person, invited by the Industrial Club in Dusseldorf, will speak in Dusseldorf before the members of the said club on the 26 of the current month. It is said that the meeting will be strictly restricted. The introduction of guests is not permitted this time in consideration of the limited space. The press is not admitted either.

The foregoing is a literal copy from the KOELNISCHE VOLKSZEITUNG of 14 January 1932, what is confirmed herewith by me.

Nuernberg, 17 June 1947

signed: - Dr. Rudolf Dix
Lawyer

KOELNISCHE VOLKSZEITUNG No. 28 of 28 January 1932

Hitler before the industrialists

The dangerous insanity of his program.

)) DUESSELDORF, 27 January 1932 (own telegraph). The Duesseldorf Industrial Club made it his affair in the last time to win politicians of the most diversified party lines for lectures. Recently the socialist Cohen-Haess spoke and so did HITLER yesterday. First the national socialist leader has tried for two and a half hours in unrestrained speech to make the industrialists understand his ideas of policy. The second part of his explanations gave a broad picture of the development of his movement. Hitler's profession of his political faith did not depart in any way from the tenor of most of his other usual speeches. His position to the most urgent question, of economical policy, as it could have been expected, and as it had been on its right place before this gathering, was MISSING entirely. Presumably Hitler did not want to touch the sore spots, inflicted quite recently in Duesseldorf by his economical-political paladins Feder and Wagner.

It would mean, therefore, to underrate the Duesseldorf Industrial Club and the majority of its industrial members, if one would like to speak of the impression made by Hitler's explanations. Shaken was the majority probably more by a FEELING OF EMPTINESS. The reception of the Hitler speech remained also essentially cool. This impression cannot be changed either, if an objective picture is given, by the rather undisguisedly appearing

enthusiasm and approval of the industrial followers which are already completely convinced by the Third Reich. This role was reserved for Herr Fritz Thyssen who summarized his answering statement (Korreferat) by saying that he and his friends could underwrite everything explained by Hitler. This profession of Herr Thyssen must not surprise any more after his parting from the ranks of the German nationalists. But that he believed to conclude his explanations before this meeting with the old German salute "Heil" will not have been just especially sympathetic to many a participant, after the word has gone around after all, that this salute - formerly good German - has become little by little a strictly national socialist party fanfare.

In the interest of the political health and leadership of the German people we really cannot complain about Hitler having spoken before the industrial forum. Especially will the suspicions, so far only whispered, about an eventual candidacy of this party leader for the presidency scarcely be discussed any longer in the face of the inanity of his program which mixes up ever so long known notions of political and economical nature besides entirely muddled ethical-religious moments into a hodge-podge of professions, and this in such a naive way that there is no other example in existence. A pure simpleton (reiner Tor) it is true, for whom the favour of the environment, prepared by war and (economic) crisis has created a fertile soil for his monomaniac ideas, but a dangerous simpleton.

The foregoing is a literal copy from the NOELNISCHE VOLKSZEITUNG of 28 January 1938, what is confirmed herewith by me.

Nuernberg, 17 June 1947

signed: Dr. Rudolf DIX
Lawyer

Berliner Tageblatt No. 45 of 27 January 1932

DUESSELDORF, 27 January 1932. (Private telegram).

Hitler's speech in the Industrial Club, attended by more than 600 Western German industrialists did not bring anything essentially new. Hitler expressed himself in his well known way on the development of the national socialist movement from the political-historical point of view. He obviously eluded to take up any decisive position regarding the actual economic and political problems. He also was amazingly reserved towards the government Brüning. Before everything else he tried to justify the national socialist movement by saying that it be its merits to have prevented the outbreak of bolshevism in Germany, and to make his listeners disposed this way for the necessity of a financial support of the national socialism. The impression of the speech on the listeners was rather at variance. Some prominent economic leaders in particular expressed grave doubts against the economic views of Hitler. The lecture was followed by a banquet, with more than 1000 persons participating.

The foregoing is a literal copy from the BERLINER TAGEBLATT of 27 January 1932, what is confirmed herewith by me.

Nuernberg, 17 June 1947

signed: Dr. Rudolf DIX
Lawyer

VOSSISCHE ZEITUNG No. 45 of 27 January 1932

Thyssen as Hitler's pacemaker
Own report of the Vossische Zeitung

Essen, 27 January

Adolf Hitler spoke before the WESTERN GERMAN HEAVY INDUSTRY in the Industrial Club in Düsseldorf yesterday evening. In a speech of 2½ hours duration he dealt with the general political aims of the National Socialism without giving new points of view, and passed then to giving an account of his party's development. From the start it could not be assumed that Hitler would give explanations before this large premium which could permit conclusions on his association - though existing - with a part of the leading economic personalities. Just the Western German champions of Hitler in the industrial regions of the Rhine and Westfalen are in a too difficult position for that with their propaganda among the working class.

The lead among Hitler's friends takes Fritz THYSSEN who yesterday believed to be able to affirm that the political program Hitler's is signed by him and his friends without reservation. This seems to mean that Thyssen who recently resigned of his mandate as a municipal representative for pretended overburdening with work has now formally left the German Nationalists and joined the National Socialists. The majority of the auditory obviously did not want to expose themselves too much by demonstrations of sympathy.

The foregoing is a literal copy from the VOSSISCHE ZEITUNG of 27 January 1932, what is confirmed herewith by me.

signed: Dr. Rudolf DIX
Lawyer

The above is a copy of page 49 to page 54 of the Doc. Book No. I
for Friedrich FLICK.

This Doc. Book was certify

Hanns Gleichmann
Civ. No. A 443029

Schmitz - No : ..21...

Exhibit - No :

(Flick-Exhibit- No 80)

Hermann Rousch

Oberhausen/Rhineld., 28 July 1947

Statement

I, Hermann Rousch, Ph.D., Burgassewer (rotte), born 2/8/1896, at Witkowitz, Moravia, residing at Oberhausen (Rhinefeld.), 38 Am Grafenbusch, am aware of the fact that by making a false affidavit I render myself liable to punishment. I hereby declare on oath that my statements are true and were made in order to be submitted as evidence to the Military Tribunal at the Palace/Justice^{of}, at Nurnberg.

Since the Bismarck times, a great part of the German industrialists has shown great restraint in political matters. In the first republic isolated members have left a somewhat deeper imprint on politics without, however, ever gaining decisive influence on parliament and government.

When Hitler appeared, there was no such thing as a uniformly accepted political creed on the part of the industrialists. Sanatical followers of Nationalsocialism, such as Thyssen and Kirdorf, were lone wolves. The main body accepted more or less the program of the Deutsche Volkspartei (Populists). There were, besides them, bitter enemies of the Third Reich and politically neutral members who did not allow themselves to be drawn into the dragnet of the National - socialist - party.

It can be said without reservation that in the circles of German industry, and particularly of German big industry, all the political currents and creeds, from the Democrats via the Center Party to the rightwing parties, had their representatives.

The charge

Schultz - No 1
 Exhibit - No 1

(Flick-Exhibit - No 80)

that Big Industry, to a particularly great degree, had been paving the way for Hitler is unfounded. His followers in the industrial sector were recruited in the first place in the circles of the smaller and middle-sized industrial enterprises.

Adolf Hitler would probably have had to face great difficulties if the leading economists had definitely opposed him. Such a uniformly accepted political line however was, as has been stated above, not possible at all. On the other hand it can be stated that Adolf Hitler could under no circumstances have held his own if on the first of May 1933 the class-conscious masses of the working-men had not marched behind the swastika banners during the May-parade and if on the second of May 1933, after the theft of the trade-union-houses by the Nazis, the class-conscious working-men had declared a general strike y. a. n., which at that time would not have been a great risk at all. This general strike would, doubtlessly, have done to the national socialist seizure of power a greater harm than the fabulous million gifts of industry - that and how they have been collected - has not been ascertained yet - they have profited it.

signed Hermann Rausch

The above signature of Dr. Hermann Rausch, Oberhausen/ Rhinold., 38 Am Grafenbusch, made before the mayor, signed Koerner, is hereby certified and witnessed by me.

I hereby certify this to be a literal copy of a document which I have filed in my document book No. IV as defense counsel of the defendant Flick in the case of the United States of America against Flick
 The document
 et al., was accepted by the Tribunal under exhibit No 80.

Munberg, 18 December 1947

(Dr. Rudolf D i x)

Schnitts No. ...22...

Exhibit No.

I hereby certify that this is true and correct copy of a document which I, as defense counsel for the defendant Flick in the case USG vs Flick et al., have submitted in my document book No. IV. This document was accepted by the Tribunal as Exhibit No. 81.

Nuernberg, 15 December 1947.

(Dr. Rudolf Dix.)

Georg Maeller
Oberlinckhausen
Journal No. 920/47.

Seite No. 22..
Exhibit No.

Oberlinckhausen, 29 July 1947.

Affidavit.

Dear Doctor,

I herewith declare under oath that until I resigned my office of member of the Presidium of the Reich Association of the German Industry, following the political upheaval in 1933, I participated in the conferences which determined the attitude of the industry, and followed the development with all the more attention, as even at that time I was in vehement opposition to National Socialism.

Having stated this point in advance, I know from my own observation that the contention that "the industry" put HITLER into the saddle constitutes a gross falsification of history!

It is true that among the ranks of the heavy industry, as also among representatives of the small and medium enterprises, there were small groups or lone wolves who had come to the front as early as 1933 or even earlier as adherents or camp-followers. However, until the time of the political change they played no decisive part, but even after the January events appeared to be in a hopeless minority. Various moves by THYSSEN, too, unfortunately only produced pitying head-shakings, rather than indignant resistance.

Even after the violent interference of the Nazis with the management of the Reich association in April 1933, and when

It became apparent that the Chairman, KRUPP, was inclined to compromise,
there were violent clashes within the Presidium, on account of which
KRUPP offered to resign, as the opposition was in the majority.

However, it soon became apparent that at that time Hitler's means of power were already too strong for an independent opposition to be carried through with any chance of success. Krupp capitulated, in order to save the Reich Association. The leaders of the opposition resigned or were got rid of by force, more and more management was re-organised, the organisation was subordinated to the approval of the government, and thus every independent policy among the industry was paralysed. Even during this development there was no question of the industry as a whole, or even a majority of it, adopting National-Socialism; the most important leaders of the Great Industry in particular remained at heart in violent opposition, although a part of them, in view of their position and their responsibility for the works of which they were in charge, only voiced this opinion with great caution. To mention a few names, I remember Reusch, Bosch, Baecher, Bosch-Stuttgart, Lemmer, Haintze, Feenstra, Mittelstein-Schmid, who, together with hundreds of other prominent industrialists, did not dream of making any concessions, and who partly went as far as seriously endangering their personal safety in voicing their opposition before the outside world. During the many discussions among the circle of such opponents it was the prevailing opinion that at the time it would have been senseless for them to sacrifice themselves as martyrs.

The Roehm plot confirmed the opinion that a most ruthless use of the means of power concentrated in Hitler's grasp would nip every active resistance in the bud, and would deprive the industry of the most valuable leaders of an active resistance movement, when the hoped for revolution in the attitude of the masses occurred.

I hereby certify that pages 28, 28 a, 29 and 29 a are a true and correct
and 29b
copy of pages 298/ of the document book IV of the defendant Flick in the
case USA vs Flick et al.

Proc. Ica, I 046 207.

Nurnberg, 20 January 1948.

Later, beginning approx. 1937, after Pritsch was eased out and economy concentrated its interest upon armament-problems exclusively, the authoritative power and the possibility to intervene in the program of the plants had developed to such an extent that even the most ardent opponents in industry had to obey these commands, whether they wanted to or not. I know from experience that some of my acquaintances from his industry were subjected to severe inner conflicts in order to acquiesce to this force, after they had found their inner satisfaction in the fact that they had so far managed their plant in such a way that they did not accept any single armament order. Consequently, from this time on, the number of industrialists increased who, in order to protect their plants, either became party members themselves or at least ordered some of their directors to do so.

I personally never approved of this concession, but in some cases I understood the entirely unselfish motives.

Respectfully yours,

Signed: Mueller

The above signature is hereby certified.

Oberlinghausen, 15 August 1947.

The Staff Director

(Signed) By order: Necher

CERTIFICATE OF TRANSLATION.

I, Jack Merklein, D 230 019, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of page 30 of Document book IV of the defendant Flick in the case USA vs Flick et al.

Munich, 20 January 1948.

Jack Merklein, D 230 019.

I, Professor Dr. Hermann Warmbold, 71 years old, residing at Tegernsee, Upper Bavaria, 130 1/2 Neureuthstrasse, am aware of the fact that by making a false affidavit I render myself liable for punishment. I declare on oath that my statements are true to the best of my knowledge and believe and were made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, at Nurnberg.

I belonged to the Vorstand of the IG Farbenindustrie Aktiengesellschaft as an ordinary member from 1926 till 1931. On 10 October 1931 I joined the Bruening Cabinet as Reich Minister for Economics.

If my memory serves me, I had, in the summer of 1931, a conversation with Bruening on the situation of agriculture. Upon Bruening's wish I coordinated for him the ideas discussed in a small memorandum which subsequently was made the subject of discussion in a small circle of people - their names I cannot remember anymore - called together by Bruening. I was at the time member of the Vorstand of the IG Farbenindustrie Aktiengesellschaft, but voiced my personal opinions as an agricultural expert on these occasions. The personal contact with Bruening may perhaps have caused my name to be mentioned in a conversation between Bruening and Schmitz, which, I remember rightly took place in the autumn of 1931 and whose subject was the reconstruction of Bruening's Cabinet. If I remember rightly,

Schnitz informed me that he had been to see Bruening but Bruening had expressed the wish that I join his new Cabinet. According to my recollection Schnitz caused me to contact Bruening over the telephone.

At the conference arranged, which was extremely short, Bruening asked me to come to a quick decision to join his Cabinet, as the Cabinet would have to be formed as quickly as possible, the "old gentleman" (this was the Reich President von Hindenburg) being very nervous. I was surprised that Bruening asked me to take over the Reich Ministry for Economics, as I had expected to be offered the Ministry for Agriculture. When I pointed this out, Bruening replied that I was not only acquainted with agriculture but also with economics in a wider sense. He therefore requested me to silence my scruples as to the department. As I approved of the course of the juste milieu steered by Bruening, I consented.

On account of the pressure of time a discussion of the special principles of Bruening's economical policy had not taken place.

But it soon became apparent that I could not possibly agree with its deflationist course which to a great extent derived from the influence of the then Reichsbank President Luther.

Schmitt - No : ...23.....

Exhibits- No :

as in my opinion the economical crisis was aggravated and the number of the unemployed increased by it. The deflationist course found expression in the emergency decree of December 1931, to which I objected and did not co-sign either. I therefore tendered my resignation to Brüning. Brüning asked me to delay the date of my resignation, especially because the differences of opinion were confined to the economical sector, in order to avoid unfavorable political repercussions on the impending election of the Reich President and to avert any strengthening of the position of Hitler. Being animated by the same desire, I promised Brüning that I would only leave after the presidential election. I kept my word and declared moreover my willingness, on Brüning's suggestion, to be at any time at his disposal after my withdrawal from the Cabinet. He confirmed this in a letter of 6 May 1932 in which he said:

"As our cooperation in an official capacity is coming to an end I would like to give ^{voice} to my heartfelt satisfaction at your willingness, according to our last conversation, to let us have of your much-valued advice, which will be needed when the heavy tasks facing the Reich Government will be carried out."

Summoned by Papen, I joined again, on 1 June 1932, the Reich Government as Reich Minister for Economics and attended the Lausanne Conference which showed impressively the justness and the success of Brüning's foreign policy. According to my recollection, the reversal of the deflationist economical policy was firmly established when the new Government was formed. It could be initiated after the Lausanne Conference. Economical recovery, though slow, could be expected as a result. The general line along which the Reich Government was to act, even after Brüning had left was to prevent things from being tossed into the stormy waters of radicalism. The so-called Papen-Plan for the revival of economic activity was also to serve the same end.

For the same fundamental reason I also became a member of the Schleicher Cabinet. When, however, Hitler was appointed Reich Chancellor on 30 January 1933 I gave up the hope that I could help to maintain a middle course in politics and economics. I therefore withdrew from the Government on this day.

I may make a personal remark here: All through my life I have been interested in science and economics but never in politics. It is true, I was a Minister in Prussia in 1921 and later in the Reich,

Schritze - Not²³

Exhibit - Not

but always a specialist Minister - such as are needed if the professional politicians can only with difficulty, or only in this way, agree upon the formation of a Cabinet. Such Ministers are not required any more if the political situation improves and fewer unpopular measures have to be taken.

signed: Dr. Hermann Wambold

DR. HERMANN WAMBOLD

The above signature of Prof. Dr. Hermann Wambold, residing at Tegernsee, Upper Bavaria, 130 1/2 Neureuthstrasse, was affixed before me, Hanns Gierliche, Deputy Defense Counsel before the Kuerberg Military Tribunal, which I hereby testify and witness.

Tegernsee, 5 October 1947

signed: Hanns Gierliche

I, Ernst Pfeiffer, 67 years old, residing at Teune/Taunus, near Camberg/Hassau, after having been cautioned that by making a false affidavit I render myself liable to punishment, hereby declare that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at Nuernberg.

Since 15 June 1922 I was with the firm of Kalle & Co., Aktiengesellschaft, Wiesbaden-Biebrich, and was employed there at first as personal secretary to Dr. Kalle to assist him in his work as Deputy to the Landtag and the Reichstag and as leading member of the Vorstand of the German People's Party and subsequently also to take care of his personal affairs. In this capacity I was concerned with the technical details of the subsidies to political parties and politicians to be paid from Farben fund under Dr. Kalle's direction.

The amounts of the subsidies were determined upon by Herr W.F. Kalle after consulting the competent Farben instances, and the accounts were settled from case to case with Herr Geheimrat Schmits. The amounts were paid out to me by the Haydtkontor G.m.b.H. through the instrumentality of Herr Bruechner of the German Landersbank. Owing to a protracted illness of Dr. Kalle, payments proposed by him were stopped for the time being.

because the treatment of this matter was turned over to other German instances, particularly, all the more so as Herr Kalle completely withdrew from political activity after the seizure of power by Hitler. From this time on, any further payments were made without the cooperation and direction of Herr Kalle and without my participation in arranging the technical details. As I have the vouchers in question no longer at my disposal I am, therefore, able to give a detailed account, but I estimate the payments made through me as follows:

I) Current annual subsidies were granted to the following parties and politicians:

- | | |
|--------------------------------|----------------------|
| a) the German People's Party | approx. RM 200 000.- |
| b) the German Democratic Party | " " 50 000.- |
| c) the German Center Party | " " 50 000.- |

As far as I know, no subsidies were granted to other political parties via Dr. Kalle and through my instrumentality.

II) In addition to these subsidies approximately the following special subsidies were granted on the occasion of the Reichstag and Landtag elections:

- | | |
|--|----------------------|
| a) to member organizations of the German People's Party | approx. RM 200 000.- |
| b) to member organizations of the German Democratic Party (afterwards the State Party) | " RM 50 000.- |
| c) to member organizations of the German Center Party | " RM 70 000.- |

In Dr. Stresemann's times the subsidies granted to the German People's Party and the payments made in agreement with him to other political and economic agencies are estimated to have been even larger. To this must be added the expenses incurred in supporting his political ideas in the press, for which also considerable amounts were paid out.

III. On the occasion of the presidential election of 1932 - as far as I know - a lump sum,

of RM 1 000 000.-

in the form of ^a crossed check was granted in support of Hindenburg against Hitler.

This check had been made out in Frankfurt/Main. I personally brought this check to Berlin and, after presenting it to the Reichsbank or the Deutschen Bank for certification delivered it at the Wilhelmstrasse.

IV. As far as I remember, I did not participate in the distribution of the subsidies in connection with the March election of 1933, as these payments were not made via Dr. Kille, because for reasons of health he was outside of Germany from the end of January until the beginning of March, and because I, too, spent most of this time abroad on a furlough; however, I am quite certain that the above-mentioned parties were also supported in these elections.

Schmitz-No. 1 ...24...

Exhibit-No. 1

probably to the above-mentioned extent.

On 1 September 1933 I left my position with Herr Kelle and accepted a position with Fritzen in Ludwigshafen as chief of the personnel bureau for temporarily trained employees. I remember, however, that in connection with the dissolution of the other political parties after the March elections of 1933 considerable amounts were still being ^{paid} to the German People's Party to enable it to pay off its election debts and to secure the immediate future of the party officials.

I do not remember the exact amounts involved as I was not directly concerned with the payments. Whether or not subsidies were also paid to the State Party or to the Center Party, I do not know but consider it quite probable.

(signed) Ernst Iffliger
ERST IFFIGER

I hereby certify the authenticity of the foregoing signature of Herr Ernst Iffliger, Tenne/Trunus, near Gernsheim, given before me, Ernst Gierlich, Deputy Defense Counsel at the Military Tribunal, Mannheim.

Mannheim, 8 September 1947.

(signed) Ernst Gierlich.

Affidavit.

I, Dr. Alhels Ferdinand Kille, 77 years old, residing at Tutzing on Stern-Langer See, Hauptstrasse 27, after having been cautioned that by making a false affidavit I render myself liable to punishment, hereby declare that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at Nuremberg.

The affidavit of Herr Ernst Pfeiffer concerning the contributions made by Farben for political purposes has been presented to me today. I consider these statements to be correct as to the substance, although I no longer remember the detailed accounts mentioned in the affidavit. In supplementation of these statements I should like to state the following:

- 1.) I consider it quite probable that, in addition to the subsidies granted at my instance, to the German Democratic Party (afterwards the German State Party), Professor Karmel received also direct payments for the same purpose via Geheimrat Leach in view of the fact that Leach and Karmel maintained especially close personal and political relations and kept in constant touch with each other.
- 2.) Besides the payments of the above mentioned kind the policy of international cooperation and international agreement was also supported by occasional contributions.

Schmitz-No.: ...25...

Exhibit-No.:

even though such policy was not sponsored by a political party. I remember particularly well the contributions to the Pan-European Union, which were paid out to Count Coudenhove-Kalergi and the contributions to the European Movement.

- 3.) As to the question of the competency in regard to the contributions I should like to state that contributions involving larger amounts and of a fundamental nature should have been approved by the Verwaltungsrat. In practice this matter was handled in the following manner: I consulted Loesch and sometimes also Duisberg, and Schmitz caused the necessary steps to be taken to effect the payments as soon as I informed him that Loesch was in favor of it. I do not know in detail how this matter was handled from 1933 on.

(signed)

Dr. A.F. Kello
Dr. Wilhelm Ferdinand Kello.

I hereby certify the authenticity of the foregoing signature of Dr. Wilhelm Ferdinand Kello, residing at Tutzing on Starnberger See, Hauptstrasse 27, given before me, Erma Gierlich, Deputy Defense Counsel at the Military Tribunal at Munich.

Munich-Moosricht, 8 September 1947.

(signed) Erma Gierlich.

Dr. Dr. Guenther Gerake
 Mitglied of the Landtag
 Niedersachsen.

I, Guenther Gerake, residing at Hannover-Ulfeld, Schellinistrasse 51, after having been cautioned that by making a false affidavit I render myself liable to punishment, hereby declare that my statement is true and was made in order to be submitted as evidence to the American Military Tribunal (Case VI) at Nurnberg.

On the occasion of the presidential election in the spring of 1932 the following party and other organizations formed a coalition in support of the re-election of Reich President von Hindenburg:

Social-Democratic Party of Germany
 German State Party
 Center Party
 Bavarian People's Party
 Economic Party
 Farmer's and Country People's Party
 German People's Party
 Christian-Social Party
 People's Conservative Party
 the Free and the Christian Trade Unions
 the Reich Flag Association Black-Red-Gold
 the Young-Teutonic Order
 and large sections of the Stahlhelm.

The local working committees formed the so-called "Hindenburg Committees", which were united in the overall organization "United Hindenburg Committees of Germany". A working committee was chosen by the "U.H.C. of G." and I was elected as its chairman by acclamation.

Schnitz - No :

Exhibit - No :

Thus, all constitutional groups in favor of a gradual and peaceful political evolution were represented in the "U.H.V. of G.", in contrast to radical groups who supported the presidential candidacy of Hitler of the extreme right and the candidacy of the communist leader Thaelmann of the extreme left.

Herr Geheimrat D u i s b e r g, the then Chairman of the Aufsichtsrat of I.G. Farben A.G., was also one of the members of the above-mentioned working committee and thus one of leading men sponsoring the re-election of Hindenburg. Geheimrat Duisberg, at that time also Chairman of the Reich Association of the German Industry, took an especially active part in advocating the re-election of Hindenburg among industrial circles and had solicited from circles close to him considerable funds for the election of Hindenburg. Of the approximately RM 7 500 000.-- (Seven and one-half million RM) which were collected as an election fund, a considerable part of it was solicited by Herr Duisberg. Herr Geheimrat Duisberg told me that Farben alone contributed RM 1,000,000.-- (One Million RM)

Schmitz - No: 26

Exhibit - No:

The following may illustrate the unequivocal attitude of Herr Duisberg towards National-Socialism:

When I was arrested on Hitler's orders after the so-called seizure of power and a well-known action of political nature was instituted against me in connection with the electoral campaign, Herr Geheimrat Duisberg, when called as a witness in this trial, had displayed a ready and clear-cut attitude against Hitler and National-Socialism even as late as 1934.

Hannover, 21 October 1947

(signed Dr. Dr. Guenther Gereke

Dr. Dr. GUENTHER GEREKE.

I hereby certify the authenticity of the foregoing signature of Herr Dr. Dr. Guenther Gereke, Hannover-Kleefeld, Schellingstr. 5B, given before me, Hanne Gierliche, Deputy Defense Counsel at the American Military Tribunal, Nurnberg.

Hannover, 21 October 1947

(signed)

Hanne Gierliche
HANNE GIERLICHE.

Affidavit

I, Ernst Pfeiffer, 67 years old, residing at Tenna/Taunus, near Camberg/Massau, after having been cautioned that by making a false affidavit I render myself liable to punishment, hereby declare that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at Nuernberg.

Since 15 June 1922 I was with the firm of Kalle & Co., Aktiengesellschaft, Wiesbaden-Biebrich, and was employed there at first as personal secretary to Dr. Kalle to assist him in his work as Deputy to the Landtag and the Reichstag and as leading member of the Vorstand of the German People's Party and subsequently also to take care of his personal affairs. In this capacity I was concerned with the technical details of the subsidies to political parties and politicians to be paid from Farben fund under Dr. Kalle's direction.

In this course of granting political subsidies, Dr. Kalle, among other things, was particularly concerned in

the continuance of the Frankfurter Nachrichten, a newspaper supported by the People's Party, as this newspaper, due to the general economic depression and the steadily growing circulation of the Nazi papers, found itself in financial difficulties.

This newspaper was published by the IG Holzwarth-Winkel G.m.b.H. and since 1930 Dr. Kalle, in order to keep it going, gradually acquired 3/4 of the corporation's shares with money supplied by Farben, whereas the remaining shares were acquired by Herr Richard Norton and Herr von Böttsmann. In view of the objective in acquiring this interest, Farben had bought some of these G.m.b.H. shares at a premium although the difficult situation of this enterprise did not justify such a price in itself.

After the Nazi press and propaganda became progressively stronger after the seizure of power, the proceeds of this 200 years old middle class newspaper steadily decreased with the result that the balance sheet showed a financial loss. Therefore, the principal stockholders, perhaps also Dr. Richard Norton, currently granted subsidies a fond perdu in order to keep the paper going.*These subsidies on the part of the stockholders

also were granted for social reasons to enable the paper to continue payment of the employee's and worker's salaries and wages (there already had been a cut in the salaries). In 1934 the monthly loss increased to RM 14,000.- to RM 18,000.-. However, these recurring subsidies, which became necessary from the above fact, proved too much of a financial burden, inasmuch as the financial situation could not be expected to take a turn for the better. In view of the ever increasing pressure on the part of the Gauleiter and his agents with the objective to get possession of the paper, the stockholders finally decided to liquidate the enterprise rather than ^{seeing} this old middle class newspaper in the hands of the National-Socialists.

In selling the real estate and the printing presses, the firm's copyright was intentionally not put on sale, neither were the very valuable newspaper archives, which were subsequently given to the City of Frankfurt as a gift.

Much money was also spent in the process of liquidating the paper in order to provide financial assistance to the personnel, in particular to the members of the editorial staff,

for whom it was rather difficult to find new jobs owing to their political views. A position with Farben was provided for an editorial staff member who had been in an especially exposed position and whose further journalistic activity was objected to on the part of the party.

I no longer remember the exact amounts of the total payments made by Herr Kalle for Farben in connection with the Frankfurter Nachrichten, but I am safe to say that they had been well in excess of RM 500,000.--.

I also know that in addition, Farben had given substantial financial assistance to the well-known Frankfurter Zeitung. However, since I was not concerned with these payments personally I am unable to supply the particulars in this respect.

Frankfurt/Main, 18/12/1947

(signed) Ernst Pfeiffer
(ERNST PFEIFFER)

No. 475 1947 of the document book

I hereby certify the authenticity of the foregoing signature of Herr Ernst Pfeiffer, Tenne/Tausus, near Camberg/Naasau, given before me, Dr. jur. Wilhelm Gentsch, Attorney-at-Law and Notary Public, Frankfurt/Main.

Frankfurt/Main, 18/12/1947

(signed) Wilhelm Gentsch

Schmitts No. 27

Exhibit No. 1

Statements of Cost:

Value involved: RM 2,000.--

Fee as per para. 144, 26, 39 RM 3.--
Sales tax " --.09

total RM 3.09

(signed) Wilhelm Gontasch
Notary Public

Dr. jur Wilhelm Gontasch
Notary in Frankfurt/Main
Seal

Affidavit

I, Dr. Karl Holdermann, residing at Heidelberg, 64 Schroederstrasse, have been warned that I will be liable to punishment for making false statements. I declare under oath that my statements are true and were made to be submitted as evidence to the Military Tribunal in the Palace of Justice in Nuernberg, Germany.

1) I was born in Karlsruhe in 1882, am a chemist and a doctor of engineering. I was employed by the Badische Anilin- und Soda-Fabrik in Ludwigshafen on the Rhine, later on I.G. Farbenindustrie Aktiengesellschaft, from 1906 until 1946, from 1929 on as a director and manager of the patent department. I have been on a pension since.

2) With regard to relations between Prof. Dr. Carl Bosch, chairman of the Vorstand of the Badische Anilin- & Soda-Fabrik (later on I.G. Farbenindustrie A.G.) and Prof. Albert Einstein I am able to state the following:

3) From an index card shown to me which had been kept by the office of the secretary of Prof. Dr. Bosch,

I have taken the following entry:

Einstein foundation, Astro physical observatory, Potsdam.

Prof. Dr. Bosch is one of the curators (comp. letter of 22 June 1922)

Farben donated M 100,000.- (comp. letter of 18 August 1922).
M 25,000.- of it came from the Badische.

Geheimrat Bosch donated M 2,000.- (comp. letter of 3 September 1926).

Farben donated RM 7,500.- (letter of 5 April 1928).

Geheimrat Bosch donated RM 10,000.- (letter of 1 March 1929).

" " " " 2,000.- (letter of 26 May 1931).

4) According to another index card Prof. Einstein gave two lectures about his theory of relativity in the clubhouse of the Badische Anilin- und Soda-Fabrik, Ludwigshafen on the Rhine. About 300 university men were present at these lectures which I attended. The visit of Prof. Einstein and his lectures took place at the invitation of Prof. Bosch.

5) In the magazine "Die Naturwissenschaften", vol. 18, p. 777, 1930 an article of K.F. Bottlingen under the heading "10 Years Einstein

Institute* the following words are said in recognition:

The donation continuously made to the institute by the emergency committee of German science as well as Prof. Dr. C. Bosch have decidedly helped its development.

6) From a statement of the Deutsche Laenderbank, Berlin, with regard to the Nobel prize money awarded to Prof. Dr. Bosch in 1932 I have further seen that Geheimrat Bosch deducted on 9 February 1933 an amount of Mark 6,457.-- from this money for the construction of an office building by the Einstein foundation in Potsdam.

7) In the statement mentioned under 6) a further item will be found namely a payment of RM 10,000.-- in favor of the account Kaiser-Wilhelm-Institute for Chemistry, special account department Prof. Moliner.

I affirm that the above statements are correct and true.

Schmitz No.: 28

Exhibit No.:

Ludwigshafen on the Rhine, 10 December 1947

(signed) Dr. Karl Holdermann
Dr. KARL HOLDERMANN

I, Friedrich Silcher, Attorney-at-Law, Nuernberg, hereby certify that the above signature of Dr. Karl Holdermann, residing in Heidelberg, 64 Schroederstrasse, has been executed by his own hand in my presence.

Ludwigshafen on the Rhine, 10 December 1947

(signed) Friedrich Silcher
FRIEDRICH SILCHER
Attorney-at-Law
Defense Counsel at the Military
Tribunals Nuernberg

Copy

Schmitt No.29....

Exhibit No.

(Proc. Rec. No. 33)

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-6522
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. Joseph Goebbels

FROM THE KAISER'S COURT

TO THE REICH CHANCELLERY

A historical account in the form of diary entries
(1 January 1933 to 1 May 1933)

5th Edition

121th - 140th Thousand

Central Publishing House of the NSDAP, Frs. Zher Nachf., G.m.b.H.
Muenchen

(Excerpt from page 4 of original)

8 December 1932.

Deep depression prevails in the organization. The financial difficulties make purposeful work impossible. There are rumors that Strasser is planning a Palace revolution. I have not yet been able to find out exactly how this is to be done.

One is mentally so sore that one has no other wish but to escape from this bustle for a few weeks.

At noon the news is out: Strasser has written the Fuehrer a letter resigning from all his positions in the Party. He gives very bad and indisputable reasons for this move. The Party should be brought close to the State, the time has come to come around.

(Excerpt from page 5 of original)

the movement was wasting energy on useless opposition; he could no longer approve this policy and declined responsibility for it.

(Excerpt from page 6 of original)

2 February 1933.

The preparations for the election campaign are going very well. This time it is a question of hitting and stabbing. We will show no mercy and will assert ourselves by every means.

(Excerpt from page 7 of original)

The Gauleiter are gathered in Berlin. I am speaking to them about the technique and tactics of the election campaign which is to begin. It must be our target to get an absolute majority with those parties participating in the Government. The rest remains to be seen.

3 February 1933.

I am discussing the election campaign which is starting now in detail with the Fuehrer. Now it is easy to conduct the fight because we can lay claim to all the means of the States for our purposes. The radio and press are at our disposal. We will produce a masterpiece in the way of agitation. This time money is of course not lacking either.

(Excerpt from page 8 of original)

I am somewhat worried about the radio. The old Weimar bosses are still in all the important positions.

Schmitt No.29.....

Exhibit No.

They must be kicked out as quickly as possible, by the 5 March, so that the end of our election campaign cannot be endangered any more.

(Excerpt from page 9 of original)

20 February 1933.

(Excerpt from page 10 of original)

We are raising a very big sum for the election which will eliminate our financial worries with one stroke. I will alert the entire propaganda machine straight away and in an hour's time the rotary presses will be turning. Now we will go into top gear.

I, Hanns Gierlichs, deputy defense counsel before the American Military Tribunal, Nuernberg, hereby certify that the above document is a true and correct copy from the document No. NI-6522, Pros. Exh. 33 - Dr. Joseph Goebbels "From the Kaiser's Court to the Reich Chancellery - a historical account, in the form of diary entries (1 January 1933 to 1 May 1933) - 5th Edition, 121st-140th Thousand, Central Publishing House of the NSDAP, Fritze Nachf., G.m.b.H., Muenchen.

Nuernberg, 7 January 1948

signed HANNS GIERLICHS

Schacht No.³⁰.....

Exhibit No.

Copy

Military Tribunal No. IV, Case 5

Nuernberg, Germany, 21 July 1947

meeting 0930 - 1230

E x c e r p t

pages 3990 - 3996

(Direct Interrogation of Schacht by Dr. Dix)

....

Q: It says here among the circumstantial evidence of the prosecution that, when in February '33, - after the seizure of power - industry made that famous donation, Plick donated a sum towards that fund, the amount of which I don't remember exactly but which was more or less in accordance with his financial situation. You were present when that collection was made, so would you please tell the Tribunal something about the reason, the purpose and the motive for that donation? Would you tell us something about the political effect of that donation?

A: Your Honor, I myself was asked to attend that conference. Goering sent out the invitations and we were asked to go to the house of the President of the Reichstag, and that was Goering in those days. Goering himself, with his adjutant, had made out the list of the people who were to be invited and as far as I saw, almost all the leading men of German industry from all its branches were represented, and I

did not hear that even one of them refused to accept the invitation. I must revert to one point on which I touched before. I must say that that happened at a time when Hitler was already Reich Chancellor. It was on the 30th of January that Hitler became Reich Chancellor and I believe that this conference was held about the 25th of February. It was the 22nd of February or the 25th of February - I don't remember exactly. Now, that event occurred to which I referred before, that is to say, industry naturally was always out to go along with the rules of the State. I may remind you that after the collapse in 1918 which followed after the First World War, Hugo Stinnes, who certainly previously had belonged to the right, all of a sudden hit on the idea that now he would have to make a pact with the Social Democrats, because that would be the only possibility to continue business. And then, he made that famous agreement with the leaders of the trade unions, Legien and Hue, when the Social Democrats and free trade unions together joined with industry to make possible the continuation of an orderly economic life in Germany.

Industry found itself in exactly the same situation after Hitler had seized power. I'm always using the word "seizure of power" because the

Schmitt No. 30

Exhibit No.

Party introduced that. Naturally that is nonsense. Hitler was appointed Chancellor quite regularly in a legal manner, by the Reich President Hindenburg, according to the provisions of the constitution, and here is the decisive thing. He was not head of a National Socialist cabinet but he headed a coalition cabinet consisting of the National Socialists and the Deutsch Nationale Volkspartei, the German National People's Party. One of the conditions on which the parties had agreed at the time, when on 30 January the cabinet was formed, was — I heard about that only afterwards because I had played no part in the formation of the cabinet — one of the conditions was that a new election was to be held in order to get the coalition approved by the electorate. That election was fixed for the 5th of March, and at the end of February that conference was held with the industrialists for the purpose of establishing an election fund. At that conference Hitler developed his political ideas before the industrialists and promised them exactly those very things in which they were interested; that is to say, maintenance of private property enterprises, avoidance of all future strikes, that is to say, labor peace. Those were the things in which the industrialists were interested above all. They always merely regarded politics as a means to maintain their enterprises for themselves, a matter of course for every industrialists.

for naturally it is of the greatest importance for every industrialist to be able to employ his workmen in peace and quiet. at that conference, after Hitler's address, Krupp von Bohlen, the old gentleman who unfortunately on account of illness can no longer appear here, got up and although only a few weeks before he had expressed his definite opposition to the National Socialist movement, at this conference, he said, "well, if you promise us a policy of this kind, then our interests are protected and we will support you". Then it was decided to establish an election fund, not for the National Socialist Party, but for the two coalition parties; that is to say, for the parties of which the cabinet consisted.

Q: They were three parties, weren't they, Dr. Schmitt?

A: One moment. During the discussion a representative of the German People's Party, Deutsche Volkspartei, rose and said, "my party, the Deutsche Volkspartei - the German People's Party - will join in this coalition during the election, and therefore I make a motion that the German People's Party too should have a share in this fund". And the decision was made accordingly.

Therefore, collections for the fund were made for

Schmitt No.³⁰.....

Exhibit No.

the three parties; the German Nationals, (Deutsche Nationalen), the German People's Party, (Deutsche Volkspartei), and the National Socialist Party. Naturally, the distribution or the allocation of that fund could be made only according to the existing circumstances; that is to say, on the basis of the seats which they had occupied in the Reichstag as it had been up to them. Otherwise it would have made no sense. But there was a hope in the case of the German National Party and with the German People's Party that at the election they would succeed in getting back to their part of the National Socialist voters who before had left them and had gone over to Hitler. That hope turned out to be a delusion, but they could not know that at the time. It had, at any rate, been their hope. The interesting thing about that election is this; whereas in November when Reichstag elections had been held too, Hitler lost twenty seats to the Communists, now as Chancellor he recaptured those twenty seats from the Communists and the Communists lost those twenty seats. That shows how the radical elements, in the distress of the times, wavered all the time between the right and the left, between the extremes.

It is a fact, therefore, that the industrialists did collect that fund at the time for the three parties. It was decided to collect the funds by the various groups among themselves without Hitler and without myself -- I played no part in that because I was no industrialist; at that time I was a private banker -- by the industrialists among themselves, deciding that the iron industry would give so-and-so much,

that the chemical industry would give so-and-so much, that the textile industry would give so-and-so much, that the electrical industry would give so-and-so much, and so forth. Within these groups the industrialists among themselves came to an agreement as for the amount which would have to be donated by every firm, and naturally that was not done according to the political wishes of the various industrialists; it was done according to the size of their enterprises, according to the number of their workmen or according to the size of their output. And if I may now come to the case of the Flick enterprise, his enterprise was, so to speak, forced to join a certain group, and the amount which Flick donated - I don't even know that amount - that had been fixed internally, I believe, without his being able to have any essential influence on the matter.

Q: Now, Dr. Schmitt, the way you have described it to us, that the entire industry collected a fund for that important political purpose, that is to say, to strengthen the other side of the coalition, the opponents of the radical Nazis, now that you have done that, I would say that the industrialists didn't behave very nobly by giving three millions. Would you call that an enormous contribution?

A: I think that is a very normal donation. I would not say that it was a very striking donation, for to pay for an entire Reichstag election with three million Reichsmark, I wouldn't say

Schmitt No.³⁰.....

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that that was an adequate amount. I heard that for other elections in earlier days much greater sums were expended.

Q: That is what I mean. Both of us know the National Socialist rulers and their relationship to other people's money and other people's properties. Are you personally of the view that Hitler during the election at the end of March, if he wanted to make sure that in this election he would come out victorious, had to depend on a voluntary donation for his particular party purposes, or do you believe that the Nazis after the seizure of power would not have been able to lay their hands on such amounts in some way or other if they had needed those amounts?

A: I was the treasurer of that fund; that is to say, the donations came to me and I handed them over. I had no decisions of my own to make about the expenditure. I merely received and paid out the money. When the election was over, there remained in that fund six hundred thousand marks; that is to say, only 2.4 million marks were expended. I don't know how much of that money went to the other two parties, but in any case they must have received a certain amount.

Perhaps Hitler's party had at its disposal about two millions.

Naturally he could have obtained that money quite easily privately; that is to say, he could have obtained it from individual firms. Formerly the parties did not use to call a conference of people but approached individuals, and naturally what happened - if I may mention some names - that Alcockner and the old man Thyssen, August Thyssen, they always donated money to the Center Party because they were Roman Catholics. Other people donated for the German Nationals, others for the German People's Party. The electrical industry gave much to the Democratic Party, and during the years after the First World War I would assume that the Social Democrats, too, obtained money from one or the other big firm when that agreement between Stinnes and the trade unions had been concluded. The amount of the donation is of no importance.

- Q: According to your experience, are you of the view that that amount in itself stood in any direct relationship to the result of the election of March 1933? Would you say that it had a /influence on the fact that during that March election the /decisive or essential/National Socialist Party had the result of which we know?

A: I would say that for every election campaign a certain amount of propaganda is necessary to awaken some interest in the election, but in those days of misery, when Hitler in July 1932 had already obtained a vote from fourteen million voters and where now he had obtained power, it was not to be expected that those voters would have left him. It was only a case of those drifters who were constantly wavering between the right and the left, and those drifters probably would always have followed the rulers, those who hold power. That is to say, they would have followed Hitler in any case because they expected him to do something.

Q: He did promise them a great deal.

A: Well, one can say so.

Q: To the masses, too?

A: To everybody.

Q: And to the millions of unemployed?

A: Yes. Well, that was the promise which he did keep. He did give work to all of them. As to whether he did it himself or whether others did it, that is another question.

Q: But Dr. Schacht, now we are going to leave this field

Schmitt No. 30

Exhibit No.

Dr. Schacht.

I, Hanns Gierlich, deputy defense counsel before the American
Military Tribunal Nuremberg, hereby certify that the above
document is a true and correct copy of the transcript of the
morning session of the Military Tribunal No. IV, case 5,
Nuremberg, of 21 July 1947.

Nuremberg, 7 January 1948

signed HANNS GIERLICH

Affidavit

Persons who joined the Vorstand of the I.G. Farbenindustrie A.G.
since 1933

1. I, Hermann Baessler, residing at Frankfurt/Main, 41 Gutleutstrasse, have been warned that I will be liable to punishment for making false statements. I declare under oath that my statements are true and were made to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice in Nuremberg, Germany.
2. The following information has been compiled from official files and it includes all those members of the Vorstand of the I.G. Farbenindustrie Aktiengesellschaft who have been appointed since 1933:

Name:	Year of appointment	came from:
---	---	-----
Baetafisch Heinrich Dr.	1934	Titular Director of the I.G. in Merseburg. Joined the Badische Anilin- & Soda-Fabrik at Ludwigshafen in 1926 as a chemist.
Ilgen Max Dr.	1934	Titular Director in Berlin NW 7. Joined the Badische Anilin- & Soda-Fabrik at Ludwigshafen in 1924 as businessman.

Name:	Year of appointment:	came from
Jachne Friedrich	1934	Titular Director in Hoechst, joined the Farbenfabriken vorm. Friedrich Bayer & Co at Leverkusen in 1921 as certified engineer, was transferred to Hoechst in 1931.
Ambros Otto Dr.	1938	Titular Director in Ludwigshafen. Joined the I.G. Farbenindustrie A.G. at Ludwigshafen-Opau in 1926 as a chemist.
Buergin Ernst Dr.	1938	Titular Director in Bitterfeld. Joined the Chemische Fabrik Griesheim Elektron in 1920 as a chemist.
Wurster Carl Dr.	1938	Titular Director in Ludwigshafen. Joined the Badische Anilin- & Soda-Fabrik at Ludwigshafen in 1924 as a chemist.
Mueller-Conradi Martin Dr.	1943	Titular Director in Oppau. Joined the Badische Anilin- & Soda-Fabrik at Ludwigshafen-Opau in 1920 as a chemist.

Frankfort/Main, 14 November 1947

(signed) Hermann Baessler
HERMANN BAESSLER

I, Friedrich Silcher, Attorney, Nuernberg, hereby certify that
Hermann BAESSLER, residing at Frankfort/Main, 41 Gutleutstrasse,
signed the above document before me on the 14th day of November 1947.
Frankfort/Main, 14 November 1947

(signed) Friedrich Silcher
FRIEDRICH SILCHER
Attorney

Affidavit

Persons who joined the Aufsichtsrat of the I.G. Farbenindustrie AG
since 1933

1. I, Hermann Baessler, residing at Frankfurt/Main, 41 Gutleutstrasse, have been warned that I will be liable to punishment for making false statements. I declare under oath that my statements are true and were made to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice.
2. The following information has been compiled from official files and it includes all those members of the Aufsichtsrat of the I.G. Farbenindustrie Aktiengesellschaft who have been elected since 1933:

Name:	Year of joining the Aufsichtsrat:	Came from:	resigned in:
---	---	---	---
Krekeles Karl Dr.	1933	the Vorstand	1945
Bosch Karl Dr.	1935	the Vorstand	1940
Duisberg Carl Ludwig Dr.	1935	Son of Geheimrat Duisberg, Leverkusen. Representative of the Duisberg family, was already in 1926-1932 member of the Aufsichts- rat of the IG.	1945

Schmitt No.: 32

Exhibit No.:

Name:	Year of joining the Aufsichtsrat:	Came from:	resigned in:
Morton Richard Dr.	1935	Member of the Vorstand of the Metallgesellschaft AG, Frankfurt/Main	1937
Schlieper Gustav	1935	Member of the Vorstand of the Deutsche Bank, Berlin	1937
Gaus Wilhelm Dr.	1938	the Vorstand	1945
Pistor Gustav Dr.	1938	the Vorstand	1945
Selck Erwin	1938	the Vorstand	1945
Mosler Eduard Dr.	1938	Member of the Vorstand of the Deutsche Bank, Berlin	1939
Mueller Paul Dr.	1938	Director General of the Dynamit Aktiengesellschaft vorm. Alfred Nobel & Co., Troisdorf	1945
Pfeiffer Karl	1938	Member of the Vorstand of the Deutsche Laenderbank, Berlin	1945
Krauch Carl Dr.	1940	the Vorstand	1945
Abt Hermann J.	1940	Member of the Vorstand of the Deutsche Bank, Berlin	1945
Hess Johann Dr.	1940	business manager of the Dr. Alexander Wacker GmbH, Munich	1945
Scharf Otto Dr.	1941	the Vorstand	1942

Frankfurt/Main, 14 November 1947

(signed) Hermann Baessler
HERMANN BAESSLER

I, Friedrich Silcher, Attorney, Nuernberg, hereby certify that Hermann Baessler, residing Frankfurt/Main, 41 Outleutstrasse 41, signed the above document before me on the 14th day of November 1947.

Frankfurt/Main, 14 November 1947

(signed) Friedrich Silcher
FRIEDRICH SILCHER
Attorney

Schritt No. 1 33

Exhibit No. 1

Karl Jaspers

"The War Guilt" (Schuldfrage)

Lambert Schneider - Heidelberg

1946

Excerpt

Page 82.

....In 1938 the Times printed an open letter Churchill's to Hitler which contained phrases such as this one:

Should national misfortune, comparable to Germany's in 1918, ever befall England I shall pray to God to send us a man of your power of will and spirit (I recall it myself but I quote Roepke).

I hereby certify that the above document is a true and correct copy from Karl Jaspers "The War Guilt", Lambert Schneider, Heidelberg, 1946.

Nuernberg, 17 December 1947

(signed) Hanns Gierlich

Copies.

Schmitz-No. 1 ... 34....

Exhibit-No. 1

Military Tribunal No. VI, Case 5

Nuremberg, Germany, 12 June 1947

Session from 9.50 - 12.30

E x e r p t

Page 2970 - 2972

..... Cross examination of the witness Earl Lindemann by Dr. Dix.

Q.: At this Party Congress and at the later party congresses which you took part, was the diplomatic corps represented?

A.: Yes.

Q.: It is difficult for this Tribunal, without having been in Germany or lived in Germany under the Third Reich to gain a living picture of such Party Congress. I think it is necessary that the Court should receive a correct picture of such ceremonies. You answered my question about the diplomatic corps in the affirmative. This party congress was the meeting of a political party. This is rather remarkable because it is not usual for the diplomatic corps to attend meetings of a political party. That is why I am asking you to help me

- 1 -

Solmitz-No.: ..39...

Exhibit-No.:

and help the Tribunal by commenting on my question whether these party conferences of the NSDAP went far beyond the extent and significance of normal party conferences. Were they not rather in the nature of a state function on a large scale where naturally, everything and everyone was represented at least by deputies? I refer to everyone and everything of importance in the German Reich. Would you comment, briefly, on this question and give us the benefit of your experience? And your impressions?

A.: I can do that. What the defense counsel has said about the ceremonies, and its nature, and the way that it was conducted, is more than correct. I myself have had the experience that the Reich Party Congresses in Nuremberg, as I know them in 1934 and the successive years, were of quite a different kind than I myself had previously imagined them to be. When, in 1933, I received the first personal invitation from Hitler to Nuremberg, as I said yesterday, I was all the more surprised to receive this invitation because I was not a member of the Party: at that time I imagined that it was, as the defense counsel just said, simply the congress of a party, as is usual in political parties, and I asked myself "What am I supposed to do there?" Then, after the Party Congress in 1933, I heard from others who attended, that, as I said yesterday, I ought to have put in an appearance there.

Schmitz-No. 34.

Exhibit-No.

I also heard that very impressive public ceremonies - show performances shall I say, took place -- the Hitler Youth, the Labor Service, the Sturmabteilung, and so on. At the Nurnberg Party Congress not only the diplomatic corps were represented; I remember, too, that in Nurnberg I talked to the British Ambassador, Sir Neville Henderson. Foreign guests were present, too, from England - I remember in particular England and Holland. In Nurnberg, I don't remember exactly in what year, I had a longish discussion with Lord McGowan, the chairman of I.C.I., the Imperial Chemical Co.; also with Lord, I don't remember the name exactly, who talked to me for some time in 1938 and told me that he was on his way to see Lord Runciman in Prague, where Lord Runciman had a special political mission at that time. I can therefore confirm that these Party Congresses in Nurnberg were a representative State affair which went far beyond the scope of a normal congress of a political party.

Q.: You yourself, then, after once having been there and having seen the extent of this ceremony, which meant something in Germany at that time -- after you had seen all this,

Schmitt-No.: 39.

Exhibit-No.:

no doubt you concluded "After all, I am the president of the Aufsichtsrat of the North German Lloyd, a prominent German economist. If I look around here it is perfectly proper for me to be here."

A.: Yes, that is correct.

I, Fred Lox, AGO No. X 046 207, hereby certify that the above document is a true and correct copy of the transcript of the morning session of the Military Tribunal No. IV, case No. 5, Nurnberg, of 12 June 1947.

Nurnberg, 15 January 1948.

Fred Lox, AGO No. X 046 207.

Copy

International Military Tribunal

Nuremberg, Germany, 2 May 1946

Session from 1400 to 1700 hrs.

E x c e r p t

Pages 8826 to 8829

(Interrogation of Dr. Hjalmar Schacht by Dr. Dix)

Q: May I now call for the attention of the Tribunal? Yesterday, a question was refused me concerning the attitude of the diplomatic corps and the influence thereof on men like Schacht. The question which I want to put now is not the same question otherwise I, of course, would not put it.

The President: The objection that I made was to the use of the word "attitude" because I don't see how witnesses can give evidence about the attitude of a corps. I think I said especially that the fact that the diplomatic corps were present at the Party rally might be given in evidence, but I said that the word "attitude" was far too general. What is it you want to put now?

Dr. Dix: Yesterday, the question had been refused, which I stated thus: "What was the influence on Schacht by the collective attitude of the diplomatic corps?" That question was refused and that is all about that; but, first, I should like to clarify it because I do not want to create the impression as if I want to ram a question into this proceedings, which may cause the same objections. On the other hand, it is essential

for my defense, my line of defense, to show that people with judgment from abroad, had had the same attitude toward the regime as Schacht and those were men who are beyond doubt, beyond suspicion, particularly beyond suspicion of their trying to create or prepare for aggressive wars; and, on the other hand, I want to show that the work of these people in the opposition was not only not sponsored by abroad but made more difficult, and that is important for me. But, please, Mr. Schacht, do not answer before I have received the answer of the Tribunal. And, therefore, I wanted to put the question.

The President: State exactly what the question is?

Dr. Dix: Yes, I want to come to it now. I, according to my notes, am concerning myself with the various corresponding successes that the Nazi regime had abroad. I wanted to put up to him various acts of recognition, official visits, and I wanted to ask him what the influence was of all these examples of recognition on the work of that group of conspirators, but since that question is very similar to the one that has been rejected

-- and I should like to make the objection myself rather than to have them made -- I wanted to submit the question first to the Tribunal and find out whether it is admissible.

The President: Dr. Dix, the question being: "What effect did the recognition of the Nazi regime from abroad have upon the group of conspirators with whom the defendant Schacht was in contact?" That is the question, is it not?

Dr. Dix: Yes. If "Anerkennung" is translated correctly as "honoring them" not in the sense of recognition as usually understood in diplomatic language but as honoring -- it is a difficulty in translation and I want to make sure that there will be no misunderstanding.

The President: Yes, certainly.

Dr. Dix: And may I put to him, first, the individual official visits which I have noted, so that he can answer the question? May I do that?

The President: Yes, you may; actual visits?

Dr. Dix: Yes. The list will not be complete. I remind you that in 1939, the delegate of the Labor Party, Alan Hartwood...

The President: The Tribunal thinks that you ought to put the question

in the general way in which I put it to you and not go into the details of each visit or the details of a number of visits.

Mr. Justice Jackson: If your Honor please, I want to object to it as being generalities because it already appears that the United States did not participate in this and I tried to keep European politics out of this case, and this is the entering wedge. Now, I don't want to get into this sort of thing. I think it is entirely irrelevant that some foreigners, deceived by the appearance which the defendant Schacht was assisting in putting up, didn't start a war earlier. This thing is entirely irrelevant. The United States has desired to keep this sort of thing out of this case because it is endless if we go into it. It seems to me, if Mr. Schacht wants to put the responsibility for his conduct on some foreigner, that foreigner should be named. He has already said that the United States representatives, Mr. Messersmith and Mr. Dodd, had no part in it because they were always against them. Now, it gets into a situation here which seems to me impossible before this Tribunal and I cannot understand how it constitutes any defense for mitigation for Schacht to show that the foreign powers maintained intercourse with Germany even at a period of its degeneration.

The President: The Tribunal thinks the question is relevant but should be put without detail.

Dr. Dix: I will put the question without detail, and I would like to say that of course I could not name myself alongside America, but it is my intention also to keep political matters out of this. It is not a matter of foreign politics that I want to ask about, so it will be only the one question.

What influence did acts of recognition, honoring the Nazi regime, from abroad, have on the work of your group of conspirators?

A: Throughout the years from 1935 on, up to and including 1938, numerous statesmen from almost all other nations came to Berlin to visit Hitler, including some crowned heads. From America, for instance, Under Secretary of State Phillips was there.

(Note: Our emphasis)

Q: Do not mention any names.

A: I only said that because there was mention of names. It is not limited to Europe. I do not intend to make any political explanations, but I only say that so many visits were made which meant recognition for Hitler, not only recognition but the honoring of Hitler, that this

man appeared a great man in the eyes of the German people. I still
remember how in 1925, I believe, the King of Afghanistan, Amanulla,
was the first foreigner who visited the Social Democratic Government
in Berlin, and there was a great deal of excitement that for the first
time now after a long time, a great man from another country came to us.
But here, in the case of Hitler, from 1935 on there was one visit after
another, and Hitler went from one foreign political success to the other,
which made enlightenment among the German people extremely difficult and
made it impossible to work in the service of that enlightenment within
the German nation. (Our emphasis)

I, Hanns Gierlich, Deputy Defense Counsel before the American Military
 Tribunal Nurnberg, hereby certify that the above document is a true
 excerpt from the transcript of the Afternoon Session of the 2 May 1946
 of the International Military Tribunal in Nurnberg.

Nurnberg, 9 January 1948.

(signed) HANNS GIERLICH

CERTIFICATE OF TRANSLATION.

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book Schmitz, Volume II.

Nuremberg, 23 January 1948.

G. Leuener
ETO 20 123

Jack Markheim
AGO D 230 019

Fred Lax
X 046 207

A. Burmann
ETO 20 116

E. Göttinger
AGO A 444 369

Case 6
Defense

TRANSLATION OF DOCUMENT BOOK III SCHMITZ
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Document Book Schmitz

Volume III

(Doc. 36 - 43)

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Presented by

Defense Counsel

Dr. Rudolf Dix

Dix



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of Document Book III

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		(Subject of proof: Alliance of the unholy trinity Big Industry - Military - and Hitler)	
36		Affidavit by Lt. General in reserve Dr. Hans Speidel, former collaborator of Colonel General Beck, last Chief of General Staff of General- fieldmarshal Rommel, as well as political prisoner because of the revolt of 20.7.44, of 5. June 1947 on the attitude and the re- lationship of the former Chief of the General- Staff Beck to Adolf Hitler, containing a political and soldierly characteristic of Colonel General Beck, as also the same characteristic on the former Chief of the Army Command von Fritsch (Flick-Exh. No. 21)	1
		(Subject of Proof: Emergency of German industry, caused by governmental interference and terror)	
37		Affidavit of the former Reichsmarschall Goering of 22. August 1946 on the conse- quences involved in the refusal to use foreign workers. (Flick-Exhibit No. 82)	11

DOCUMENT BOOK III SCHMITZ

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38	Affidavit by Grand Admiral Dr. Erich Raeder of 30. May 1946 on the consequences of refusal to employ foreign labor. (Flick-Exh. No. 83).	14
39	Excerpt from the Halfmonthly pamphlet of the Demokratische Volkspartei "Das neue Vaterland" of July 1947, No. 13, Page 8, entitled "So war's unter Hitler - Vierzehn Todesurteile taeglich." (So it was under Hitler: 14 death sentences a day.) (Flick Doc. No. 74).	18
40	Opinions by the Attorney Dr. Dr. h.c. Heimerich and Dr. Otto, Heidelberg, printed in "Betriebs-Berater", a trades magazine for Industrial-Tax and Social-law of 15. March 47, containing essays on the development of absolute dictatorship under Hitler. (Flick - Exhibit No. 38).	20
(Subject of Proof: Utterances of leading German scientists on the relationship of I.G. to science and research).		
41	Joint affidavit by Nobel price winner Prof. Dr. Adolf Windaus and Professor Otto Bahn of 8. December 1947, by which they state in lieu of oath that the statement made by them on 22. Nov. 1947 and attached here is true. The witnesses declare: "1) we know that the leading gentlemen of the I.G. have in extraordinary manner promoted scientific research; 2) that they stood for independence of research and that they repeatedly aided and supported men who were persecuted because of racial or political reasons; 3) that through the discoveries and inventions of the firm they have in extraordinary manner contributed to the technical progress and also to the weal of humanity in the field of chemotherapy	43

DOCUMENT BOOK III SCHWITZ

Schwitz No.	Sch. No.	Description	Page
		"We always have been very proud of these achievements of the I.G. Farbenindustrie A.G."	45
42		Affidavit by Nobel prize winner Prof. Dr. Heinrich Wieland of 9. December 1947, by which he asserts that his attached statement of 21. Nov. 1947 in lieu of oath is true. The last mentioned statement is identical in wording to the statement of Prof. Adolf Windaus and Prof. Otto Hahn.	55
43		Identical statements as to contents by the following leading representatives of scientific chemistry on German Colleges and Research institutes. Prof. Dr. Richard Kuhn, Heidelberg of 1.12.1947; Prof. Dr. Karl Freudenberg, Heidelberg of 12.12.1947; Prof. Dr. Arnold Suckow, Goettingen of 11.12.1947; Prof. Dr. Adolf Windaus, Goettingen of 10.12.1947; Prof. Dr. Paul Pfeiffer, Bonn of 10.12.1947; Professor Dr. Hans Meerwein, Marburg of 9.12.1947; Prof. Dr. Otto Hahn, Goettingen of 10.12.1947; Prof. Dr. B. Helfferich, Bonn of 9.12.1947; Prof. Dr. Karl Dieckler, Muelheim of 10.12.1947; Prof. Dr. Hermann Staudinger, Freiburg i. Br., of 15.12.1947; Professor Dr. Walter Hoesel, Goettingen of 17.12.1947. The witnesses confirm a generous support and promotion of scientific research by the big chemical plants "that are to be credited to the personalities from the circle of the defendants	

DOCUMENT BOOK I II SCHMITZ

Schmitz No.	Sch. No.	Description	Page
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		and to which we can point only in deep gratitude"..... "Born from such experiences we feel the urge to remember in detail besides the mentioned generous protection of science and human progress also many works of genuine humanity by such personalities."	61
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DOCUMENT BOOK III SCHLITZ

Doc. No. 36

- 1 -

I, herewith, certify that this is a true copy of a document, which as defense counsel for the defendant Flick in the Case United States of America versus Flick et al, I have presented in my Document Book No. I. This document has been accepted by the Court under No. 21

Munich, 15, December 1947.

(Dr. Rudolf Dix)

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Doc. No. 38

Flick Doc. No. 21

Dr. Hans Spoidel

Friedenstadt, 5 June 1947,
Hartraufstrasse 48.

Affidavit.

I, Dr. Hans Spoidel, Lieutenant General (retired), residing in Friedenstadt, Hartraufstrasse 48, am aware of the fact that I am liable to punishment for rendering a false affidavit, I declare in lieu of oath that my statement is true and was given in order to be submitted to the Military Tribunal, Palace of Justice Nurnberg.

"With reference to the sentence advanced in the arguments of the indictment 'Bock, von Fritsch, Rundstedt and other typical examples of militarism were dominating the military clique; supported by these groups, Hitler raised himself to power, and once in possession of power he turned to conquest', the following is to be stated for historical records:

I have known Generaloberst Ludwig Bock who was killed on 20 July 1944, since 1920 and during the last decade of his life I was close to him in matters of duty and personally.

"When in 1935 General Bock became Chief of the General Staff of the army he already was a decided opponent of Hitler. The position of the Chief of the General Staff however, had changed from what it used to be in the Imperial Germany. At that time the Chief of the General Staff was directly subordinated to the Commander in Chief, therefore he was at any time entitled to submit reports directly, and, according to regulations, was in a position not only to give an oral report, if necessary, of his dissenting views,

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but also submit it to the files in writing. Hitler abolished this immediately. The Commander in Chief of the Army, the Army High Command and the Reich War Minister put themselves in between the Chief of the General Staff and Hitler, not to talk at all of the dark political forces. As a result, a possibility hardly existed to contact Hitler directly. General Beck, during the time he was in office from 1935 till 1938, very seldom succeeded to report to Hitler personally.

Generalsoberst Ludwig Beck, however, has made continuous efforts to preserve peace in the face of all difficulties either by reason of competence or otherwise. The following examples may substantiate this:

General Beck paid a visit to General Gamelin in Paris from 16 to 20 June 1937, upon invitation of the Chief of the French General Staff. It was my duty to make preparations for the visit and I accompanied General Beck. The conversations with General Gamelin, General Colson, War Minister Daladier and Marshal Petain were not only held for the purpose of bringing about a comradely relationship for both armies, but also for preserving the peace. General Gamelin and General Beck made their views clear, namely that "in view of the tremendous sorrow and misery resulting from a war - as we all would know from bitter experience - every soldier in a responsible position ought to consider it his most dignified task to prevent wars and not to start incidents of any kind carelessly."

War Minister Daladier and General Beck found themselves in

agreement with their views that the realization of a good relationship for both armies would be the best guarantee for the preservation of the peace. Marshal Pétain emphatically corroborated the views expressed by both the Chief of the General Staff and the War Minister and hoped for an understanding of both neighbouring countries a task in which the armies could and must set the example. "Only an army which is free from politics could fulfill its task" was the opinion of Marshal Pétain in indirect reference to the conditions in Germany. General Beck assured the Marshal that Generaloberst Freiherr von Fritsch and he himself would make all possible efforts to keep the army free of politics as an integral "rocher de bronze" of the state as it was taken over by General of the Infantry Walter Reinhardt and Generaloberst Hans von Seeckt.

The result of these discussions which were held in full confidence by the two Chiefs of the General Staffs and leading French personalities was eliminated by Hitler and Ribbentrop who did not conceal their displeasure.

Shortly after the fruits of this visit had been sabotaged by Hitler, General Beck for the first time spoke to me with regard to the amorality of Hitler and his policy which, if not checked in time, - even through the policy of the neighbouring countries - was bound to lead to war.

In 1938 Generaloberst Beck was leading the fight for rehabilitation of Generaloberst Freiherr v. Fritsch who, as a result of the well known defamation, was dismissed from duty because he was an obstacle in Hitler's policy.

General Beck personally presented a petition to Hitler; when the latter claims that he had restored the honor of Generalleutnant Frhr. v. Fritsch, one of General Beck's answers was: "Honor is something that cannot be taken away and this applies to your person in the same sense" - personally reported to me by Generalleutnant Beck. - Beck used the opportunity of this personal report to warn Hitler of his insincere foreign policy which was bound to lead to a hopeless second world war and consequently to a catastrophe for Germany and even for Europe.

In a memorandum in late summer of 1938 Beck once again gave a warning against this policy: "Any war started by Germany must eventually lead to a World War with a tragic outcome for Germany". Shortly before, Beck had stated after an operational manoeuvre: "Germany may indeed be able to defeat the Czech army within one week but will not be in a position then to bring up any nominal defenses against the French forces who in the meantime have broken across the Rhine river into Southern - and Central Germany, consequently the initial success achieved against Czechoslovakia must in its further effects be turned into an immense catastrophe for Germany".

Generalleutnant Beck submitted his resignation which Hitler immediately accepted since he would not cooperate with a Chief of the General Staff with such a "defeatist mind". In addition, Hitler gave orders that Beck must never again be assigned to a commanding post.

Generaloberst Beck had been the "alert conscience" long before the period of resistance, "an unselfish nobleman who, owing to the greatness of his character the alertness of his mind trained in the classics, the broad knowledge of all military and political problems, prophetically foresaw "what will happen and what is bound to happen", was not satisfied with this perception but in his personal inviolability actively fought against everything dangerous and untruthful in the domestic and foreign policy. He has never concealed human or political failure with the conception of obedience, he has never attempted to escape from the personal responsibility to make decisions, into the factual responsibility of execution, but without fear of humans, has turned against the tyrant, being fully aware of the fact that the decent soldiery was being abused for indecent political purposes which in present days is designated with the slogan Militarism. As a great soldier and "honorable man" he always considered human decency as the expression of individuality and he fought for an ethos of the defense of his country, as it is uncontested in all democratic countries, with a highly gifted sobriety reminding of Moltke, and with the certain instinct for the imponderables of politics, and he fought courageously. His passion was in his lucidity never more potent than he himself. Thus, he was to us the timeless incarnation of pure soldiery. The Chief of the General Staff Generaloberst Beck, and the General Staff he was heading have not pressed for war.

This is also recorded by Major General Schel, so-called "Commissioner of the Fuehrer for recording of military history" when he asserts, obviously for a different purpose, as follows: "Thus, even a Bismarck has retained a doubtful attitude towards the conception of a preventive war for ideological reasons. According to former ideas it was only possible to ease the decision by making prevail the fighting enthusiasm and war spirit of the army and its leadership over the balanced and cautious obligation of the politician. The fact that the Fuehrer was not supported by such a military pressure, as it was non-existing in almost all other military campaigns of the war and that he made almost all military-political decisions in solitary grandeur (!) will once be of particular significance in the historical judgement of his personality as a Commander in Chief." 1)

Representing the neutral point of view the following judgement is given by the former Chief of Staff and present Foreign Secretary of the United States of America, General Georges C. Marshall: "The record of the German General Staff beginning 1938 is that of a continuous struggle of opinions in which the military judgement was more and more defeated by the personal orders given by Hitler. The first open clash occurred as early as 1938 and resulted in the dismissal of Blomberg, Fritsch and Beck and in the elimination of the last, offensive and conservative influences in the German foreign policy." 2)

1) From a lecture, dated 22 June 1942 "One year of the Campaign in the East, published in the periodical "Der SA-Fuehrer", issue No. 9, under the title "Bolshevism will be defeated".

- 2) From a final report to the President of the United States of America quoted from the "Baseler Nachrichten" dated 6 November 1945, No. 472.

The mentioned sentence in the reasons supporting the indictment does not correspond with the historical facts, Generaloberst Ludwig Beck was not a "typical example of militarism".

Neither should this apply to Generaloberst Frhr. v. Fritsch who physically and mentally became a victim of National Socialism. He saw to it that the army remained free of National Socialism, and that freedom of thought and movement in the Officer's Corps was retained. One can perhaps accuse him of modesty and restraint in his super individual responsibility as a leader. But the foreign countries themselves have again and again backed Hitler, especially with regard to the army and its Supreme Commander, which has put those who gave warnings into the wrong. For Generaloberst Frhr. v. Fritsch and Beck had again and again declared that the aims of Hitler's foreign policy would necessarily lead to war. Therefore they had refused to take any risks, - in other words they had fought for peace and not for war.

Generaloberst v. Fritsch was a conscious guardian of the old army's military virtues and the Christian conscience. He was conscious of the spirit, ethos and form of real soldiership as his speeches, literature and methods of education proved. This very conduct of the Supreme Commander of the Army and the Chief of the General Staff which succeeded in conferring its spirit upon the General Staff, caused Hitler's resentment against the General Staff and its exponents.

Moreover, there is no justification for the following accusation: "..... when Hitler talked in such a way the General Staff was dreaming of the day when again they could lend the grey legions of the German army to the conquest of foreign countries."

The later Feldmarschall v. Rundstedt was not prominent in politics prior to the war. He was a soldier exclusively, unfortunately he also remained so when the Vaterland was in distress at a time which would have necessitated a different conduct.

Generalleutnant Beck, however, not only as Chief of the General Staff, has undertaken to stop Hitler's activities: as "Chief Executive of the other Germany" he has assumed leadership of the resistance movement and attempted the coup d'état in order to secure peace for his tortured people and consequently for the world. The General Staff with its military elite played a leading part in this great attempt undertaken by men willing to die, which is substantiated by the list of victims. To be true, plans for overthrowing the regime had not been made after it became evident that the war was lost and the catastrophe was no longer to be avoided, these plans rather were made in September 1938 at the time the future Allies played into Hitler's hands the tremendous success of Munich.

Signature: Dr. Hans Speidel

Generalleutnant (retired)
Last Chief of the General Staff
of Generalfeldmarschall Rommel,
political prisoner from
7 September 1944 till liberated
on 29 April 1945 by the first
French Army.

The above signature made before Notary Hugo Essich by Dr. Hans Spoidel, Generalleutnant (retired), Hartmannstrasse 48 in Freudenstadt, is hereby witnessed and certified by me:

Freudenstadt 6 June 1947.

Stamp: District Notariate
Freudenstadt

District Notary:

signed: Essich

District Notary Essich
Freudenstadt

Minimum fee 2 RM

Not. reg. 177

Paid:

signed: Essich.

Affidavit.

I, the undersigned Hermann Goering, declare the following: I know that after world war I the firm Krupp had considerable difficulties from a technical, financial and commercial point of view when changing over to peace-time production, a fact which at times constituted a serious threat to the enterprise during the post-war period. In view of the experience gained in the post-war years, the chairman of the Aufsichtsrat of the then Fried. Krupp Aktiengesellschaft, Dr. Gustav Krupp von Bohlen und Halbach, maintained on principle that he did not want to find himself for a second time in a predicament similar to that which existed after world war I, by switching his entire enterprise over to war production. For this reason the firm Krupp only very hesitatingly participated in the rearmament demanded by the government after the assumption of power.

I can safely testify that Krupp in particular was never interested in this war, especially not in the material gains connected with it and that this firm did not incite to war or welcome the outbreak of hostilities for this reason. If after the assumption of power, Krupp like all other industrialists complied with the request of the government for an increase of armament production to meet the demands of the Four Year Plan, and to expand its works for this purpose the firm Krupp and Herr Krupp von Bohlen und Halbach who was responsible, were not prompted into this action by any material interests. The reasons which for the Krupp family formed the only decisive factor, were purely patriotic. Besides it would have been impossible for an industrialist not to comply with these demands. Even before the war such an attitude

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would have probably been considered sabotage and dealt with accordingly. After the outbreak of war it was a matter of course that every industrialist placed himself and his firm at the disposal of the government for the purpose of manufacturing war material for the fighting troops in the best and most efficient manner.

During the war it would have been impossible for an industrialist to refuse to employ foreign civilian workers, prisoners of war and concentration camp prisoners, since he would have run the risk of not being able to carry out the armament orders placed with him, or at least not to the full extent or within the time limit fixed. Such a refusal would have justly been considered sabotage and treated accordingly.

I remember that the old Dr. Gustav Krupp von Bohlen und Halbach had been offered a Reichstag mandate by the Fuehrer after 1933. He declined it at the time saying that he believed he had other tasks awaiting him.

I certify on oath the correctness of the above statement to be used in court.

(signed:) Hermann Goering

Muenberg, 22 August 1946

It is hereby testified that the former Reich Marshall Hermann Goering has signed the above statement in my presence.

Muenberg, 24 August 1946

(signed:) Dr. Otto Stahmer

I hereby certify this to be a literal copy of the original of the affidavit by the late Goering, former Reich Marshal, of 22 August 1946 and a

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literal copy of the verification of Goering's signature by his defense counsel attorney at law Dr. Otto Stahmer. The original is in the possession of attorney Kransbuehler in his capacity as defense counsel in the Krupp trial, Nuernberg, 30 September 1947.

(Dr. Rudolf Dix)

I hereby certify that this is the true copy of a document which I, as defense counsel for the defendant Flick in the trial United States of America vs. Flick and others, have submitted in my Document Book No. V. The Court accepted this document under Exhibit No. 82.

Nuernberg, dated 18 December 1947

(Dr. Rudolf Dix)

DOCUMENT BOOK III SCHMITZ

Doc. No. 38

(Flick Exh. No. 83) No. 88

I, Grand Admiral Dr. h.c. Erich Raeder, since October 1928 chief of the Naval Command state the following to be my attitude to various questions which Herr Dr. Ballas, defense counsel of Herr Dr. Gustav Krupp von Bohlen und Halbach put to me:

The German Navy, both before 1933 within the limits of the Treaty of Versailles as well as.....much later within the limits of the Anglo-German Naval Treaty, worked together a good deal with the firm of Krupp in the reconstruction of the German Navy. Prior to 1933 Krupp was the firm authorized by the Interalli Control Commission for the building of calibres of more than 17 cm. In later construction her services were used in many fields of naval armament. On the occasion of visits to Essen I repeatedly had the opportunity of getting to know the opinion of the chairman of the Aufsichtsrat Herr Gustav Krupp von Bohlen und Halbach on the question of rearmament. He told me several times on such visits, of the difficult position in which his firm had found itself after the end of the First World War with the necessary switching over to peacetime production. These difficulties of a technical, financial, and business kind which sometimes seriously threatened the very existence of the enterprise, Herr Krupp von Bohlen attributed to no small extent to the fact that during the First World War the plant had been switched over entirely to the production of war material. He expressed repeatedly to me that as a result of this bitter experience the firm of Krupp had grave doubts about a too large employment of the firm in the manufacture of war material at the expense of the peacetime production. Therefore the firm took part very hesitatingly in the rearmament requested after the seizure of power.

Prior to 1933 Herr Krupp von Bohlen repeatedly told me that his firm had to stick to the regulations imposed as a result of the Versailles Treaty about the prohibition of the manufacture and export of war materials.

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Basically, Krupp stuck to this point of view up to the declaration of military sovereignty. This very correct behavior of Herr von Krupp resulted in some governmental agencies expressing a certain distrust towards Krupp. As far as I can remember I heard a remark to that effect from Hitler himself on one occasion.

Herr Krupp von Bohlen belonged to those industrialists whose exemplary patriotism was never doubted either by myself or by any of my offices. When he later put his plant, within the limits of the London Naval Treaty and especially during the war, to a large extent at the disposal of the naval armament, he was certainly not motivated by material motives, as everyone in my circle recognized. It is in no way correct that either he or his son Alfried, or any of the leading gentlemen of the firm ever advocated war.

Apart from the fact, that Herr Krupp von Bohlen's acute sense of responsibility towards his fatherland would alone have kept him from refusing the wish of the German government for increased armament production and the extension of his plant towards this end and especially the demands of the Four Year Plan, there would not in practice have been the slightest chance of doing so. Such behavior would have been considered sabotage and treated as such even prior to the outbreak of war.

It would have been just as impossible for an industrialist to make his participation in armament production during wartime conditional upon the fact that he was not given any foreign civilian workers, prisoners of war or concentration camp inmates. Such a refusal would have meant that the armament orders given to him would

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either not have been filled at all or not to their full extent. Such a refusal would of course have been looked upon as sabotage and have been treated as such.

I certify on oath the correctness of the above statements.

signed: Erich Raeder

Nuernberg, 30 May 1946.

I, Dr. Walter Siemor, attorney at law at Hamburg, at present defense counsel with the International Military Tribunal, Nuernberg, herewith certify: Grand Admiral Dr. h.c. Erich Raeder has signed the above affidavit on 30 May 1946 personally in Nuernberg.

Nuernberg, 20 August 1946.

(signed:) Dr. Walter Siemors

I herewith certify that the above is the literal copy of the original of the affidavit by the Grand Admiral Dr. h.c. Erich Raeder of 30 May 1946 and a literal copy of the verification of Raeders signature by his defense counsel, attorney law Dr. Walter Siemors. The original is in the hands of attorney at law Kranzbuehler in his position as defense counsel in the Krupp trial.

Nuernberg, 30 September 1947.

(Dr. Rudolf Dix)

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I hereby certify that this is the true copy of a document which I, as defense counsel for the defendant Flick in the trial United States of America vs. Flick and others, have submitted in my document book No. V. The Court accepted this document under Exhibit No. 83.

Munich dated 18 December 1947.

(Dr. Rudolf Dix)

Excerpt from the halfmonthly appearing periodical
of the "Demokratische Volkspartei" "Das neue Vaterland"
of July 1947, No. 13, page 8.

That's how it was under HITLER!

FOURTEEN DEATH SENTENCES DAILY!

"Heads will fall" - who does not still remember this threatening announcement of the national-socialist propaganda speakers from the years before the "assumption of power"? Well, this we have to admit: in this point HITLER kept the promise of his satellites. Now there are several statistics available to which extent this took place. They reveal the terror regime which started with the 30 January 1933.

In the year 1932 the German Courts pronounced a total of 59 death sentences. Murder, murder with robbery and sexmurder were the crimes for which criminals and asocial persons had to die under the batchet; any society must protect itself against such elements.

Then the HITLER's came into power and already things "improved" in this field. While in the Weimar republic 3 serious crimes were punished by the death sentence, HITLER's administration of law created an unprecedented possibility to settle accounts for good with people considered as "public enemy" and so forth by the new state. Finally in not less than 45 cases the death sentence could be pronounced! Accordingly the figure of the executions increased naturally from year to year. 1934 there were already 98 death sentences - and this without persons murdered in connection with the ROHM's case! Since 1939 the executioners were extremely busy: 1940 there were already 946 death sentences pronounced, in 1941 there were already 1252, in 1942 there were 3660 and in the year 1943

there were 5336 death sentences of the German Courts. Within 10 years therefore the number increased from 98 to 5336 death sentences per year. This signifies that in 1943 approximately 14 persons were daily sentenced to death under a government which once had promised to eliminate the causes and social backgrounds for crimes, to destroy criminality and to make all Germans feel like one heart and one soul under one leader.

A comparison will perhaps illustrate how the terror was raging in the administration of law: in all federal states of the United States of North America, which were also in the war in 1943, a total of 135 death sentences were executed in that year. Another very essential point has furthermore to be made: All figures on death sentences in Germany mentioned here, concern only the "official" death sentences passed by civil Courts, therefore those which one still dared to justify legally. These figures are already enough frightening, - but furthermore there have to be added also the murders of persons who, without any sentence, were caused arbitrarily or ordered by the Nazi government, the number of which cannot even be counted in figures, including the victims of the henchmen of the concentration camps.

AJM.

I hereby certify that this is the true copy of photostatic copy in the semi-monthly of the Democratic People's Party (demokratische Volkspartei) "Das Neue Vaterland (The New Fatherland)", 2nd year, No. 13, of July 1947. This document, which I, as defense counsel for the defendant Flick in the trial United States of America vs. Flick and others, submitted in my document book No. 4, page 274, as document No. 74, was not accepted by the court.

I shall move to admit it in this case, because, as far as I am informed, there are no official documents about the number of death sentences under Hitler; at any rate, the defense has no access to them. This evidence can only be brought from the quoting the press.

Muenabong, dated 19 December 1947

(Dr. Rudolf Dix)

I hereby certify that this is the copy of a photostatic copy which I, as defense counsel for the defendant Flick in the trial United States of America vs. Flick and others, have submitted as evidence in my document book II. The Court accepted this document under Exhibit No. 36.

Muernberg, dated 15 December 1947

(Dr. Rudolf Dix)

The Plant Advisor
Semi-monthly service for
industrial, tax and social law

Heidelberg, 15 March 1947
Hauptstrasse 43
Exhib.

Order for Expansion of Plants for armament purposes and settlement of debts.

Expert opinion of the law office of the lawyers
Dr. Dr. h.c. Heimerich and Dr. Otto, Heidelberg

The fate of the contracts for delivery and obligations for armament which have become very dubious through the collapse of Germany and through the elimination of the state as a customer, belongs into the list of legal questions which are in especially urgent need of a solution through the legislator. Out of this complex of questions the frequently occurring case of the Reich-ordered expansion of private enterprises shall be taken as an example: In the course of the program for armaments or general war economy a company received the order from the Reich, e.g. to double its production or to manufacture certain goods. For installations needed for the expansion of its plant the firm required capital. A bank or a group of banks lent the money, whereby the Reich often provided the lender frequently taking over a guarantee. Even if installations were completed, production stopped either through the war-affected destruction of the plant or through the collapse. Are questions arising with regard to settling the debts between company and bank, to be decided through the courts by way of civil law suits or by way of officially assisted settlement negotiations? Are those really "civil law disputes" in the sense of article 13 of the law concerning the structure of the Judiciary?

Looking at the legal literature we see that in many cases there is an inclination towards deciding these cases according to the civil laws by "taking refuge with the general clauses of the civil code" without waiting for a new legislation.¹⁾

The general clauses of the Civil Code, however, can only be put into effect where the existence of a contract according to civil law can be established. Not everything cast into the forms of the civil code by the war economy comes under private law. If an industrialist was forced by the state to re-organize his plant and to incur debts because of that, and if an individual or corporate body within the meaning of the private law was forced by the state to enter into obligations against his own will or against the will of one of the participants, in order to satisfy the state's requirements for the war, the question arises whether these "contracts" can be regarded as "contracts" within the meaning of the civil law, which as a prerequisite must have manifestations of will. Here, however, is the borderline between such compulsory contracts and those still voluntarily concluded contracts within the framework of the general war program?

The answer can be found by defining the borderline between public and private law, which has to be drawn according to the now prevailing conceptions. Civil law does not apply in cases where the

1) See, for instance "Bayr. Wirtschaftsdienst" 47, page 106 "Die Forderungen der Rüstungslieferanten".

(German Administrative Law)

state appears to be acting in the public interest, i.e. where its authority becomes noticeable. The names by which the matter is called is of no importance.²⁾ It is by no means so that all matter concerning law of property which includes obligations, can be interpreted as a contract within the meaning of civil law.³⁾ Within the scope of this article it can only be tried to demonstrate the borderline between public law and private law for this particular case. The abundance of publications and the theories cannot be given consideration. The borderline is liable to undergo constant shiftings depending on the individualistic or collectivistic fundamental viewpoints, if its existence is admitted at all. It must, however, be noted that under the conditions of the police state, in legislation as well as in practical application of the law the tendency has always been favored, to extend the boundary lines as far as possible in favor of the private law, even if this could only be affected by using the most daring legal analogies.⁴⁾ The opposite tendency during the epoch of the state founded on law up to 1933 had to stop that year, and from then on the difference between public and private law was anyway a rather dubious one.

Even after the first world war, where on the strength of the enabling act of 4 August 1914 the Confederate Council had been vested with far-reaching authorities⁵⁾ in the field of the military war economy, the opinion was held that all contracts concluded under war-time regulations, even if they had been established within the forms provided by private law, quite distinctly bore the mark of public law, if the parties to those contracts conveyed or took over authoritative administration powers.⁶⁾ This, however, did not answer the question concerning the analysis of contracts which had been drawn up exclusively upon order of the state and in the public interest, but as far as their contents were concerned appeared to be belonging into the realm of private law. Even during the first world war enterprises were subjected to coercion by the government for the purpose of coordinating their activities with the plan for war economy. Nevertheless, the individual's freedom to make his own decisions was essentially maintained in those contracts. The possibility of their workers being taken away, of the plants being closed down and their not being considered with regard to allocation of raw materials naturally affected the decisions of the industrialist at that time. On the whole, however, their freedom to decide whether they wanted to cooperate or not remained unimpaired. There was no coercion brought upon the individual person by the state or by organizations of all kinds, especially no blackmail involving threats with Gestapo or with the concentration camp. After the first

2) See Otto Mayer, Deutsches Verwaltungsrecht (German Administrative Law, Leipzig 1914

3) See Decisions of the Reich Supreme Court in Civil Cases (RGZ-Reichsgerichtsentscheidungen in Zivilsachen) vol.103, page 56

4) See Apelt, Der Verwaltungsrechtliche Vertrag, Leipzig 1920, page 1; see also RGZ (Reich Supreme Court, Decisions published in 1916 (Juristische Zeitschrift), 16, page 599 ff.

5) See Ernst Heymann: Die Rechtsformen der militärischen Kriegswirtschaft als Grundlage des neuen deutschen Industrierechts, Marburg 1921; see also Kahn, Rechtsbegriffe der Kriegswirtschaft, (legal concepts of the war economy), 1918

6) See Apelt on the above-mentioned place, page 157

war therefore, the complicated question of paying the debts resulting from such contracts could be answered by applying the principles of private law to cases, where the facts which formed the basis for the contract had completely changed. Even that was only possible, because the Weimar republic was almost automatically considered the legal successor to the Empire and the debts incurred by the Empire, the settlement of which as prerequisite to the settlement of the financial relations between the industrialists, were on principle considered as having been taken over by the republic.

Although the year 1918 by no means followed in its economy in the footsteps of the liberal state, which had been buried with the enabling act of 4 August 1914, and although the new legal forms which had partly been found through the emergencies of war economy

(Page 2 of original)

were largely responsible for the new economic and labor law, some of the legal scientists of that time, and also of the experts for administrative law thought, that they could continue where the time before 1914 had left off. 7)

The legal position which the private enterprises in the second world war had to face, cannot be compared with that of the "original world war" in spite of some similarity on the surface. A study of the Reich Law Gazette volumes after 1933 shows the development towards total dictatorship in three directions, which are here of interest, namely: dictatorship over economy, above that general state dictatorship, and this again overshadowed by the absolute Party dictatorship over commanding the state. The dictatorship over economy was not only forced through new principles in the organization of the market, in executive bodies with directive powers (Lenken überbende) and offices for allocation, but at the same time by forcing the industries into compulsory professional corporations as well as by including the industrialists as "plant leaders" into the class of so-called "restricted professions". 8)

The dictatorship over the state and the economy 9) "legally" began with the enabling act of 24 March 1933 according to which the Reich government, without asking parliament, could pass even laws

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- 7) See, for instance, Otto Mayer at the above mentioned place, preface to the 51 edition of 1923: "Nothing very new has to be added since 1914 and 1917. The constitutional law is in existence, so is the administrative law;... the vast expense of administrative laws and ordinances, which had been caused only through the war and the war emergency, remains untouched intentionally. For legal science hardly anything is lost".
- 8) See article 1 of the law valid at that time for the regulation of national labor of 20 January 1934. Compare the partly different opinion: Koettgen, Deutsche Verwaltung (German administration), Mannheim 1936, page 154.
- 9) Reich law Gazette, I page 141, extended by law of 30 January 1937, Civil Code I, page 105

deviating from the constitution. Already through the law of 15 July 1933 the Reich Minister for Economy received the authority to institute compulsory trusts ¹⁰⁾ for the purpose of regulating the market. This power leads directly to the regulation concerning the supervision of the market of 20 October 1942 ¹¹⁾. Already as early as 1934 the Reich Minister for Economy was authorized (Law for the Preparation of the organization of the German economy of 27 February ³⁴ ¹²⁾ to create, dissolve or combine industrial associations and to recognize those as the sole representation of their industrial branch, i.e. the principle of authoritarian leadership was introduced in these associations; he had the power to appoint and dismiss those "leaders" and to make industrial enterprises members of associations. The Reich Minister for Economy together with the Reich Minister of the Interior can now issue legal ordinances. After another year the Reich Law for Defense (not published!) plans besides the "Reich Defense Council" the creation of "General Plenipotentiary for the Administration" (GBV) and "for the Industry" (GBW) with even wider authorities over the entire administration and economy. The year after the regulation concerning the carrying out of the "Four Year Plan" of 13 October 1936 ¹³⁾ follows. It states that the realization of the Four Year Plan "necessitates a uniform direction of all forces of the German people and a strict concentration of all respective competencies of Party and State." Goering, as "General Plenipotentiary for the Four Year Plan" receives the authority to issue legal ordinances and general administrative orders

Q/ industrialists and

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- 10) Reich Law Gazette, page 488
 - 11) Reich Law Gazette, page 619
 - 12) Reich Law Gazette, Page 185
 - 13) Reich Law Gazette, page 887

and is authorized to issue directives to all authorities including the highest Reich authorities. In consequence thereof the ordinance for the availability of labor for tasks of special importance to the state of 26 June 1938 14) gives the state the possibility, "temporarily to avail itself of labor employed elsewhere". Now, even during peace time the state had the right to deprive an enterprise of its workers, if, in the opinion of the state, this enterprise was not a desirable or an essential one. The decree for the formation of a council of Ministers for the Reich Defense of 30 August 1939 15) gives this council the authority to issue ordinances which had the same effects as law. Almost at the same time, by decree concerning the administration of economy of 27 August 1939 16) the "uniform organization and direction of all economic measures" is ordered once more and transferred to certain functionaries in the Army districts. A few days later commissioners for the Reich Defense are appointed for these tasks. 17)

They were subordinated to the afore-mentioned general plenipotentiaries for the administration of the Reich and for the Economy, who now superseded several ministries and other Reich authorities which had so far been independent.

14) Reich Law Gazette I, page 652. There had been passed before the law for the regulation of the labor allocation of 15 May 1934 and the ordinance concerning the distribution of labor of 10 August 1934, Reich Law Gazette I, page 356, which both had already represented considerable encroachments on the rights of employers and employees.

15) Reich Law Gazette I, page 1539

16) Reich Law Gazette I, page 1495

17) Order of 1 September 39, Reich Law Gazette I, page 1565

In addition to these authorities commanding the industry, there were the general inspector for water and power; the general inspector for the German roads and later, by decree of 22 April 1943 ¹⁸⁾ the general plenipotentiary for labor allocation. By announcement of 15 February 42 ¹⁹⁾ the office of the Reich Minister for armament and munition was combined with that of the general inspectors for water and power and of the roads, and now held by one person. The Reich Minister for armament and war production was also declared responsible for questions concerning raw materials. By the decree concerning the commissioners for the Reich Defense and the unification of Administration of economy of 16 November 1942 ²⁰⁾ another new and uniform direction of all economic measures was ordered. By decree of 2 September 1943 the concentration of war economy is increased. By this decree, as well as by a supplementary decree issued by Goering as plenipotentiary for the Four Year Plan concerning the central planning of 4 September 1943 the Reich Minister for Armament and war production unites the entire war production in his hand. The mere recalling of all these laws and regulations shows that enterprises which could be used for war production had lost the last of their freedom to make independent decisions. It can be seen most distinctly from the ordinances concerning peace planning of the industry of 13 April 1942. ²¹⁾

18) Reich Law Gazette I, page 179

19) Reich Law Gazette I, page 80

20) Reich Law Gazette I, page 649

21) Reich Law Gazette I, page 839

The ordinance states that "in many cases there are plants which, though employed for war economy, are still working for peace planning and developments in the service of purposes for the peace. This is not only prohibited, but it is also ordered that works of this kind are to stop immediately."

If the above given enumeration shows the development towards a dictatorship in economy, we must also mention shortly the development towards an all-affecting absolute dictatorship. The law about the Head of the German State of 1 August 1934 ²²⁾ combined the office of the Reich President with that of the Reich Chancellor and only Party leader. By the law for the Safeguarding of the unity of Party and state of 1 December 1933 ²³⁾ it was stated that the Party which represented the German conception of the state, was indissolubly united with the state, as well as that the "deputy of the Fuehrer" and the "Chief of the SA" had become members of the Reich government. By the abolition of a special supreme commander of the Wehrmacht in 1938 ²⁴⁾ the OKW (Supreme Command of the Wehrmacht) which had a special staff for armament and industry, was incorporated into the general dictatorial system and, during the second half of the war, the decisive authorities of this staff for armament and industry were transferred to the Reich Minister for Armament and war

22) Reich Law Gazette I, page 74

23) Reich Law Gazette I, page 1016

24) Decree about the direction of the Wehrmacht of 4 February 1938, Reich Law Gazette I, page 111

production. The dictatorship of the Party was furthermore enlarged by the decree concerning the leader of the chancellery of the party of 29 May 1941 ²⁵⁾ and about the ordinances for the execution of that decree of 16 January 1942 ²⁶⁾ so that the leader of the Party Chancellery had to give his opinion on practically all important questions (internal decrees of the Reich Minister and Chief of the Reich Chancellery pointed this out especially.)

The system as a whole found its climax in the resolution of the "Great German Reichstag" of 26 April 1942 ²⁷⁾ where it says: "There can be no doubt, that in times of war the "Fuehrer" must have the right claimed for himself, to do everything that will serve and further the winning of victory. For this reason the Fuehrer must not be tied down by existing laws. In his capacity as Fuehrer of the nation, as supreme commander of the Wehrmacht, as Chief of the government and as chief executive; as supreme chief of the judicial and as Fuehrer of the Party, he must at all times be entitled to hold to his duty, if need be, every German, be he a common soldier or an officer, a low or high official or a judge, a major or minor functionary of the Party, workman or employee. To achieve this the Fuehrer may use every means which he deems suitable. In case of violation of this duty, the Fuehrer, after careful examination must have the power to inflict the deserved punishment, without

25) Reich Law Gazette I, page 295

26) Reich Law Gazette I, page 35

27) Reich Law Gazette I, page 2740

consideration of so-called well-deserved privileges and especially to dismiss a man from his office, rank or position without instituting hitherto prescribed proceedings.

The Dictatorship was now officially a totalitarian one: the legislative, the executive and even the judicial powers were combined in one person. The state itself only played a subordinate part in the execution of political powers. The actual rulers

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of Germany led their existence outside of the real state government and exercised their activities outside of it. ²⁸⁾

This "legal situation" described here only briefly and incompletely, - in connection with which we also have to think of the other means of power at the disposal of the state and not mentioned in the Reich Law Gazette, namely the security service (SD), the Gestapo and the concentration camps, - will have to be our starting point for the examination of contracts concluded on the basis of orders given to the war economy.

A contract is the declared agreement of the wills of two or more parties in order to accomplish a legally approved result. Nobody is obligated to conclude a contract. ²⁹⁾

The contract is an act in the law and is entered under that heading in the Civil Code. An act in the law, however, is a private individual manifestation of a will, aimed at the achievement of a legally approved result, which, according to the laws, is attained because it corresponds to the will of the party or parties. (see motives for the Civil Code.) The Civil Code usually uses the expressions "manifestation of will" and "legally approved result" as synonyms.

A prerequisite for a valid act in the law is a valid manifestation of will. For this reason the object of an act in the law can only be relations between private individuals, according to the laws the will of the individual can only manifest itself within the sphere ascribed to a private person, his actions can therefore only have the desired result if they keep within that sphere ³¹⁾

28) See Robert A. J. a son, SJZ (Süddeutsche Juristenzeitung-South German Legal Magazine) 46 page 51

29) See O.v. Gierke, Deutsches Privatrecht (German Private Law) 3rd vol. München-Leipzig 1917, page 116 and following

30) See S. Seuffert, Civil Code, 7th edition, Vorbemerkungen zu Rechtsgeschäften (preliminary remarks for acts in the law)

31) See Reich Supreme Court Commentary, preliminary remarks for contracts

This repetition of generally known legal principles for the prerequisites of a civil act in the law shows that they are not applicable in cases where the state, in order to achieve results in the public interest, in our case in the interest of armament and war economy, compelled private persons to conclude contracts for the good of war economy. Although such contracts appear to be private acts in the law they are not. The order by the state that this armament order had to be carried out in such and such a way, was the only essential factor. The state, motivated only by its interest for gain and winning the war, decreed that the private enterprise X was immediately to build a plant for the construction of airplane motors and that the private enterprise Y was to build one for the manufacture of synthetic fuel. Furthermore, the state, to suit its exclusive interest, decreed that banks, insurance companies and saving banks would have to use their funds ³²⁾ for financing these plans.

Since there was such a state decree - it has been described above that the state was in a position to issue that - it is legally (though perhaps not politically) of no importance, whether the persons involved, obeyed the order without demur or not. The limits of freedom in the conclusion of contracts are to be found where the wish to arrange independently the natural conditions of an individual's existence, come up against the expressed will of the state, to change these conditions by an authoritative decree into a status burdened with legal obligations. That in many cases the will of the parties concerned was not without influence upon the legally significant contents of the relations which were about to be created and that it manifested itself in an offer or acceptance, is of no importance for the existence of the order given by the state as the decisive manifestation of will. All individual life, i.e. also the life of the state as

32) See "Gezwart" (Presence) 31 January 1947, page 41: "Eingesetzte Versicherungen" (Used insurances)

a body corporate manifests itself in actions, i.e. in a conscious influencing of the outer world for the satisfaction of some need. An administrative order, on principle creates cogent law. 33)

The decisive point is whether, in the last analysis, the state has carried out its act of administration as an authority, i.e. by sovereign power. In that case private law is not applicable. 34)

It has been tried again and again to master all manifestations of war and the system of rationing and allocations, even during the past period of dictatorship, by applying the concepts of the Civil Law. 35)

Although it has been generally recognized that there are contracts not only in private law, doubts were often discarded concerning contracts, to the conclusion of which the parties were forced by the state with the argument that in these contracts usually natural and legal private persons were confronted with each other and, therefore, "imposed contracts" (Erzichtverträge) were also to be regarded as pertaining to private law. Some reference has been made to the theory of "compulsion to accept an offer" (Kontrahierungszwang) 36).

33) See Apelt at the above mentioned place, page 161

34) See Fleiner, Institutionen des deutschen Verwaltungsrechts (Institutions of the German law of administration), Bingen 1913

35) See, for instance, Zills, Lieferungsverträge unter dem Einfluss der Eisen- und Stahlwirtschaft (Under the influence of the iron and steel industry), Berg, 1941

36) See Nipperdey, Kontrahierungszwang und
diktiertor Vertrag (Compulsion to accept an
offer and dictated contract), Jena 1920.
Against Nipperdey's theory of the compulsion
to accept an offer, see Bolitor's warning
"Zur Theorie des Vertragszwangs" (To the
theory of the compulsion to accept an offer),
Jher., Jahrbuch 73, page 1.

This, however, does not help either. The theory of "compulsion to accept an offer" has been created for the express purpose to protect a public interest against the superiority of an economically stronger party. Social interest demands, in a given case, the immediate protection of an individual, whose predominant private interest is concerned. Whoever has the railroad or post monopoly had to conclude a transport contract with every person.³⁷⁾

For the rest the compulsion to accept an offer relates only to the duty to conclude a contract. The armament order, however, did not only stipulate a duty to conclude the contract; but define the contents of the contract as well. In this way, even according to older theories the contract was classified as coming under public law and called "an administrative act based on agreement".³⁸⁾

Even if stating that "imposed contracts" for the execution of armament orders constitute a "mixed form" between public and private law, something like a "socialized private law", the decisive point is avoided, because, in our case, not a desired act in the law was concluded, but dictated armament orders were executed. One has to muster enough "judicial courage" and state the following: if in total war the state compelled an enterprise to conclude certain contracts in the interest of the state, they cannot be considered any more as acts falling under private law, because of the predominant public interest and the lack of freedom to exercise one's will in the sense in which the private law permits it.

37) See articles 472, 453 of the Commercial Code (HGB), article 3, Traffic Order for Railroads, article 3 postal law. How difficult it is for legal science to draw the line between public and private law, can be proved by the fact that part of the contracts for postal transportation are considered to come under public law; contracts for railroad transportation, however, are generally considered as to come under private law; see Herrmann, "Grundriss des Verwaltungsrechts" (fundamental theories of administrative law), Tübingen, 1921, page 254, and Biermann, "Zwang zum Kontrahieren" (Legal compulsion for concluding contracts) Jher, Yearbook 32, page 267

38) see Herrmann, at the above mentioned place, page 255

If the state thus ordered an enterprise or several parties to build a certain plant or to carry out a certain production, and if, at this order, several parties were brought together e.g. for the conclusion of the contracts necessary to finance the project, it has to be assumed that the relationship between the parties concerned has to be judged by applying public law, even though terms of the civil law had been used in drawing up the contracts for the execution of the order. There were no manifestations of ill in this case, which could possibly come under private law.^{39) 40)}

39) See Floiner at the above mentioned place, page 50

40) At that time the parties, when concluding such contracts, often were aware of the fact that in the case of a change in the facts which had formed the basis of the contracts through later events, the relations effected by the contracts could have to be re-arranged through the Reich by applying the rules of Public Law. This is evidenced by the following "war risk clause" which a bank, financing the plant extension of an enterprise agreed upon with its debtor:

If, through cessation or considerable decrease of orders, the plants, the erection of which had been demanded by the Reich during the war, and the erection costs of which had been provided by loans granted by us, cannot be utilized any more economically, we will reduce your obligations, either by cancellation of part of your debt - in order to enable you to adjust the value of your plant by deductions for extraordinary depreciation - or by other means, if, without measures of that kind you would have to suffer disadvantages, which to demand of you would not be fair in consideration of all facts and of the good of your enterprise. The Reich, through its Reich Expense Committee (Reichskostenausschuss) will let you state your opinion and will then, if necessary in collaboration with the Revisions- und Treuhänder A.G., decide about the extent of that relief.

It cannot be said that the aforementioned result is undesirable for the reason that it will be in practice very difficult to separate the cases of "ordered contracts" for the execution of state assignments, from contracts which "just" come into the range of private law. The reality of

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existing law has provided us with a separate legal apparatus each for private and for public law" and the one, by means of which all given details can be explained more naturally, more immediately and with less contradictions, is the right one to apply. 41)

The extent of the obligations entered, in order to carry out the state order, in proportion to the total assets of the enterprise up to that time (disproportion between owner capital and imposed credits), possible rights of revision, granted to the Reich or to the creditor, and also the question whether the new plant would have made a profit out of its production in possession - these considerations might be guides for the right decision of actual cases. It may also help to know if the creditor, before financing the enterprise, did not bother to check on its economic situation, but was fully satisfied with having the Reich as a guarantor.

By stating that the "ordered contracts" are not subject to private law, whereby procedure according to civil law would be out of question, nothing has been said about their liquidation. This has to be effected according to public law. The legislator will have to take a stand to the effect how he is going to make up for this part of the guilt of the past regime. And here we come to the most important point of the matter: dictatorship was not preponderant in the field of private law. It could only limit and undermine private law. That part of the dictatorial system, which extended its tentacles into private law, i.e. the economic dictatorship, therefore, cannot be settled by means of private law, but only through public law, i.e. through new manifestations of will on the part of the people, through new laws.

41) See Inyer, at the above mentioned place, page 116

Should it be attempted to have such cases straightened out by the judge either in law suits or by way of judicial arbitration through individual decisions based on the general clauses of the civil law, which can be interpreted differently by every judge, the only authority called to do this, the representation of the people as a legislator, would thereby be deprived of one of its most important tasks. The political question of how to build a new economy on the ruins of the past system is at stake. One glance at the various zones of occupation shows what different opinions can be found concerning the measures to be taken. (2)

Since an orderly settlement of debts can only be effected uniformly for Germany, especially since debtors and creditors often live in different zones, it would be welcomed if all regional legislators would at first order a moratorium for all claims until the matter can be dealt with for the whole of Germany. In many cases such claims cannot be pursued even at this time, with regard to law 52 of the Military Government (Maintenance of the status quo and order against endangering the confiscated enterprise). As far as claims of the kind described above are pending in court at present, and if the court, contrary to the above opinion stated by the author, takes the stand of a "civil law suit" at least the stay of the proceedings according to article 148 of the ZPO (Code of Civil Procedure) should be requested. This article rules that, if the decision on the law suit is entirely or partly dependent on the existence or non-existence of a contract which

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- 42) The dictatorial intervention of the new collapsed system into an enterprise to the extent of complete transformation of that enterprise can be best compared to an expropriation. Here too, an object, namely an enterprise, has been deprived of its original purpose and has been assigned to a state-desired purpose. The comparison with expropriation shows perhaps best that the public law must play the decisive part. The non-juristic sense one might say that freedom of enterprise to conclude independently and without any outside interference acts in the law, has been expropriated.

constitutes the object of another pending law suit or is being instigated by an administrative authority, the court can order that the proceedings be suspended until the termination of the other law suit or until the decision of the administrative authority. The decision of the administrative authority which could have to be awaited, is, in our case, "the decision of the legislators". The meaning of article 148 of the Code of Civil Procedure (ZPO) could be interpreted in this way. The legislator will have to decide whether those obligations should be regarded as coming under public or private law and be dealt with accordingly. For either solution, may it be based on public or private law, it must not be forgotten that the settlement will depend on the preliminary question of what is to become of the claims against the Reich. The ability of the enterprise to satisfy its own creditors will depend on that. One is usually inclined to regard it as a natural thing that the "line of successors to the Reich" (Reichslinie) will be considered in such a way that a new federate republic or a new federation of republics will be the legal successor of the former Reich. There is, however, no compelling reason for this assumption. (Compare the example of the Soviet Union, which, in 1917, did not accept the legal inheritance of the Czarist Empire. I cannot discuss here the contrasting opinions concerning this question.) 43)

No court, in a civil law suit, can at present determine in advance this question of political law, from which depends, as we have stated, the settlement of the debts, and that not only with regard to the relations between private persons. (Since the Reich Supreme Court

43) See Sinn, Das staatsrechtliche Problem Deutschland (Germany as a Problem of Political Law), Saaddeutsche Juristenzeitung (SJZ), 1947, page 3 - see also "Tagesspiegel", Berlin of 13 February 1947: Kein Staat aus "ihrenem Recht" (Not an original state) - Compare furthermore: Entstehung und Untergang des Staats (Creation and Fall of the State), handbook of politics, Berlin 1921, vol. 1, page 36. See furthermore the declaration of the former Supreme Commander of the US Forces in Germany, McNamara, of 21 February 1947, published in the daily press.

has been abolished, a supreme German Court is wanting, which at least could establish precedents). If the question has to be solved under private law it would, therefore, be decisive for the applicability of the general clauses of the civil law, i.e. for the interpretation of "Fair Play", "Hardship" and "Limits for Sacrifice", just how far an enterprise is solvent as a debtor and remains that way, i.e. in many cases, whether and what kind of claims it has against the new state, out of its own performance for the former Reich. ⁴⁴⁾ Especially the people who realize the necessity of re-instituting private law will hope ⁴⁵⁾ that the civil law which is left to us ⁴⁶⁾ will not be abused for the settlement of obligations created under public law. The general clauses of the civil law ⁴⁷⁾ developed from jurisdiction and judicial theories, have made

44) In a consideration, based on the relations between debtor and creditor in cases of compulsory contracts, the debtor will claim annulment of the contract as a so-called "gaming contract" according to article 138 of the Civil Code. However, article 138 presupposes an offense against "morality" or "public policy". If the state compelled both parties to conclude the contract, then they were both "forced". The creditor, in this case, acts just as little against the morality as did the debtor. Here again the limits of private acts in the law and manifestations of will can be seen.

45) See Ellstein, "Wiederherstellung des Privatrechts (Re-institution of Private Law)", Kridolberg, 1946.

46) See Deutsche Rechtszeitung (German Legal Magazine), 1946, page 52 "50 Jahre BGB" (Fifty years of Civil Code).

47) See Boehler, "Die Generalklauseln zum Neuaufbau des bürgerlichen Rechts" (The general clauses for the rebuilding of the civil law), Saaddeutsche Juristenzeitung (SJZ) 1946, page 165.

our civil law elastic enough to adapt itself even under changed circumstances, as far as private law is concerned. It would, however, be a mistake to liquidate a dictatorial regime in this way. We must look forwards, not backwards. The question is: what is to be done in the field of economy and how is it to be done; how does one want to let the plants left to us, recover economically? The legislator will have to answer it.⁴⁸⁾

- 48) For this entire question the international law in the interpretation of the sentence of the International Military Tribunal at Nuremberg of 30 September 1946 furnishes another point of view. Notwithstanding one's attitude towards the details of that sentence, its consequence is that the last war is considered a breach of the Kellogg-Briand pact of 27 August 1928 ratified also by Germany. This international law retro-actively also affects the individual citizen. If this war transgressed against international law, all contracts concerning efforts of its executions also transgressed against this law. Such contracts thus transgressed a "legal barrier" in the sense of article 134 of the Civil Code. It makes no difference whether or not the parties to the contract approved of the contents of contracts. In both cases contracts of that sort would be void. The defenders of a solution by applying private law of the settlement of "ordered contracts" will have to examine that question (compare to this international question also the South German constitutions, e.g. of Württemberg-Baden, article 46.).

Affidavit.

We, the undersigned, 1) Professor Dr. Adolf Windaus, born on 25 December 1876 in Berlin, domiciled at Goettingen, Dahlmannstrasse 6, German national, 2) Professor Dr. Otto Hahn, born on 8 March 1879 at Frankfurt/Main, domiciled at Goettingen, Hershbergerlandstrasse 44, German national, have signed on 22 November 1947 before the notary Dr. Herbert Beyer, Goettingen, under document No. 588, doc. register for 1947, an affidavit which is attached to this our affidavit of 8 December 1947. We herewith declare that we are aware that we should render ourselves liable to punishment by giving a false affidavit and that our affidavit of 22 November 1947 is the truth and was made in order to be submitted in the trial pending at the Military Tribunal at Nuremberg as Case 6 against Krauch and others as an evidence.

We are prepared to make a deposition as witnesses before the Military Tribunal.

Goettingen, 8 December 1947.

(signed:) Adolf Windaus

(signed:) Otto Hahn

No. 613 of the doc. register for 1947.

I herewith certify the above signatures of

- 1) Prof. Dr. Adolf Windaus, Goettingen, Dohrmannstrasse 5
- 2) Prof. Dr. Otto Hahn, Goettingen, Bersberger Landstrasse 44

both personally known to me.

Goettingen, 8 December 1947.

(signed:) Dr. H. Beyer, Notary

Costs: Value 5,000 RM

Fee, pars. 144, 26, 39 RGO (Reich costs Regul.) 4.-- RM

turnover tax

0.12 RM

4.12 RM

(signed:) Dr. H. Beyer, Notary

Seal: Dr. Herbert Beyer, Notary at Goettingen.

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as we see from newspaper reports, 24 leading personalities of the former IG Farbenindustrie A.G. have now been indicted.

The 5 counts of the indictment are: a) planning, preparation, initiation and waging wars of aggression and invasions of other countries; b) plunder and robbery, c) enslavement and mass murder, d) membership in the SS, e) concerted planning and conspiracy.

Nothing has become known to us of the details contained in these counts of the indictment. But we have been acquainted with a number of the defendants for years and have worked, in many cases, together with them. The impression we have on this occasion received of the personalities of the I.G. is basically different from what it ought to appear from the indictment. We know 1) that the leading personalities of the I.G. assisted in an outstanding manner research work in natural science, 2) that they always advocated the independence of research, granting not infrequently assistance to men persecuted for political and racial reasons, 3) that they have contributed, by the discoveries and inventions made by their firm, to an extraordinary extent to the technical progress, and in the field of chemotherapy, to the well-being of mankind. We always were very proud of these accomplishments of the I.G. Farbenindustrie.

I. Assistance for scientific research.

Already in the creation of the Emergency Society of German Scientists Dr. Carl Bosch and Dr. Carl Duisberg had played an outstanding part but what was uppermost in the mind of the leaders of German chemical industry, was the advancement of chemical research. For that purpose three scientific societies were founded, the Adolf-Bayer society, the Justus-Liebig society and the Wilhelm-Busch society. The appropriations made by the I.G. Farbenindustrie A.G., amounted to about 3/4 of the total contributions, while the percentage share of the I.G. in the German chemical industry is estimated at only one third. Residents of these societies were always gentlemen of the I.G.

a) The Adolf-Bayer Society served the purpose of the literary enterprises of the German Chemical Society. Above all of the financial guarantees for the Chemische Zentralblatt (Chemical Central Gazette) and the Annual of Inorganic Chemistry by Geelin. Chairman was first Dr. Carl Bosch, later on Dr. Wurster.

b) The Justus-Liebig Society endeavoured, in the first place, to assist the younger generation of scientists; it granted fellowships to talented graduated chemists for 1 to two years. Later on, during the scientific depression, the I.G. additionally instituted the I.G. Emergency Fellowships and the I.G. Chemists Aid, making it thereby possible to many chemists

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to get over that period of distress. Chairman of the Liebig Society was first Dr. Duisberg, then Prof. Dr. Heerlein.

c) The Emil-Fischer Society mainly served the purpose of financing the Kaiser-Wilhelm Institute for Chemistry at Dahlem. Chairman was first Dr. Arthur v. Weinberg, later on Dr. ter Meer. Although the I.G. raised the greater part of the expenses for the Kaiser-Wilhelm Institute, the gentlemen eschewed interfering with the sphere of work of the Institute; on the contrary, they gave the director of the Institute, Otto Hahn, free scope, even when, by the discovery of the splitting of Uranium, a field of greatest importance for the technique of war had been opened.

2.) Activities on behalf of independent research and for persecuted persons.

Carl Bosch, the late Chairman of the Vorstand of I.G. never concealed his repudiation of the methods of National Socialism. He waged a tenacious struggle for the independence of science and made in his addresses unmistakable attacks against National Socialism. As a president of the Kaiser-Wilhelm Society Carl Bosch vigorously rejected all attempts to introduce the National-Socialist ideology into the Kaiser-Wilhelm Society.

Amongst his closest collaborators were Max Planck, Otto Hahn, Fritz v. Goltstein and Otto Warburg, who discussed with him quite openly the ways and means to prevent the prejudiced and harmful inroads by the Party. *)

As early as in April 1933 Carl Bosch invited a professor of the Göttingen University to come and see him about a possible way to keep outstanding Jewish professors of the university (as e.g. James Franck, Max Born, H.v. Goldschmidt) in their position.

In the subsequent period Carl Bosch and other members of the Vorstand of the I.G., always used their influence on behalf of scientists persecuted for political and racial reasons. Carl Bosch was able to protect Frau Lisa Maltner until 1938 in the Kaiser-Wilhelm-Institute for Chemistry. Dr. Gajewski succeeded, by using all the means at his disposal, in preventing the conscription of Prof. Eggert for forced labor, as well as the deportation of Frau Eggert to Theresienstadt, which had already been decreed.

*) Ambassador Dodd's Diary, 1933-1938, New York, 1941, P. 431: "Tonight I went to a dinner party at the Kaiser Wilhelm Institute, the new president taking his place, my friend, the former president Planck, retiring. This organization is not Nazi and some outstanding business men who were present made their attitude plain. They had no Hitler decorations on their coats and they did not say 'Heil Hitler' when others came up to them and shook hands."

(The new president was Carl Bosch, the Chairman of the Vorstand of I.G.)

Dr. ter Meer procured a position abroad to Prof. Wisinger, when he had to leave Bonn; the professors Dr. Kallmann and Dr. Sauerfeld received financial assistance from the I.G. after their dismissal.

In numerous other cases the firms of the I.G. gave accommodation in the laboratories of the I.G. or at least granted fellowships for further research work to young scientists who had been refused positions as assistants or lecturers by the Ministry of Education and Ecclesiastical Affairs. When professors with independent ideas became involved in a conflict with the Party or the Ministry, leading personalities of the I.G. promised the person concerned at once that they would be given personal and material aid in case they were forced to give up their official position. When Prof. A. Windaus had applied for his resignation because of the encroachments by the Ministry, he was repeatedly offered by Prof. Hoeferlein that a research laboratory would be arranged for him and he himself admitted to the ranks of the I.G.. A similar offer was made to Professor Gerlach.

3.) Technical Progress and Chemotherapy.

After the first world war the firms of the later I.G. added new fields of work to their old ones (dye-stuffs, pharmaceutical goods, nitro-compounds, catalysis.) The most important new territory was the field

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of the high-molecular plastic materials which was opened mainly by the laboratories of the I.G. The first place is taken by the fundamental invention of the hydration of carbon oxide and, later on, of coal itself; it furnished the main basic material for the new syntheses. These include synthetic rubber in its variations, some of which surpass natural rubber in various qualities.

The products of polymerization or mixed polymerization from styrol, acrylnitrile and similar material turned out to be very useful in practice, above all igolite, which supplanted rubber and even leather in various applications. Also new synthetic fibres were created, which surpassed wool, cotton, and silk in solidity. These illustrations will be sufficient to show the extent of the contribution made by the I.G. firms towards technical progress.

But their achievements in the field of chemotherapy appear still more impressive. Excellent remedies against malaria were created in the years after 1920 (plasmoquine, atobrine); magnificent results were achieved also in the fight against sleeping sickness. A number of other tropical diseases (as e.g. kala-azar in India and China) were deprived of their terror by the use of new antimony compounds.

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Specific medicines were also found against epidemical animal diseases. Through the invention of Prontosil and other compounds of a similar composition Professor Domagk of the I.G. Farbenfeld created efficient remedies against numerous bacterial infections, rendering thereby immeasurable service to the whole of mankind. These and other successes in the field of chemotherapy were, in Germany as well as abroad, recognized with admiration and gratitude. Prof. Domagk received the Nobel prize for his chemo-therapeutical work. As late as 1935 Lord Halifax wrote: The discovery and manufacture of chemo-therapeutically valuable compounds depended in the past and still depends entirely upon German science and industry.

"Since that time, it is true, conditions have changed to a large extent, but work still goes on in the I.G. firms with full devotion and enthusiasm for the purpose of fighting disease.

We consider it our duty to call the attention to that beneficial activity performed by the defendants for the progress of science^d/technique, the development of civilization and therapy, as well as in the field of humanity by acts and works of genuine kindness.

(signed:) Adolf Windaus (signed:) Otto Hahn

No. 588 of Doc. Reg. for 1947.

The above signatures of the Herren Prof. Adolf Windaus, Goettingen, Dahlmanns-
strasse 5 and Prof. Otto Hahn, Goettingen,

- 10 -

Hersburger Landstrasse 44, personally known, also herewith certified.

Göttingen, 22 November 1947.

(signed:) Dr. H. Beyer, Notary

Costs (value 3.000.- RM)

Fee, Para. 144, 26, 39 RGO (Reich Costs Regul.)	4.00 RM
Turn-over tax	0.12 RM
	<hr/>
	4.12

(signed:) Dr. H. Beyer, Notary

Seal: Dr. Herbert Beyer, Notary at Göttingen.

DOCUMENT BOOK III SCHMITZ
DOCUMENT No. 42

- 53 -

Affidavit.

I the undersigned, Geheimrat Prof. Dr. Heinrich Wieland, born 4 June 1877 in Pforzheim, residing in Starnberg, Schiess-Strasse 12, German citizen, signed an affidavit on 21 November 1947 before Notary Stiegler, Starnberg, under Document Registration No. 2699, which is added to this affidavit of mine of 9 December 1947. I hereby declare that I am aware of the penal nature of giving a false affidavit and that my affidavit of 21 November 1947 represents the truth and was made for the purpose of being submitted in evidence for the Defense in the trial of KRAUCH and others before the Military Tribunal in Nuernberg, Case VI.

I am also ready to make a statement before the Military Tribunal as a witness.

Starnberg, 9 December 1947

signed: Heinrich Wieland

Not. Fee Reg. No. 2805

Not. Fee	2.--
Rev. Tax	.06
	--
Total	2.06
Total paid	

Doc. Reg. No. 2805

The authenticity of the preceding signature of the University Professor and Geheimrat Heinrich Wieland, living in Starnberg, Schiess-Strasse 12, Starnberg, on the ninth of December, one thousand nine hundred and forty-seven, is hereby certified.

Hans Stiegler
Notary in Starnberg
(Stamp)

signed: Stiegler, Notary
(STIEGLER, Notary)

- 54 -

As we see from newspaper reports, an indictment has been brought against 24 leading individuals of the former I.G. Farbenindustrie A.G..

The 5 counts of the indictment are: a) Planning, preparation, commencement and waging of wars of aggression and invasions of other countries, b) Plundering and theft, c) Enslavement and mass murder, d) Membership in the SS, e) Common plan and conspiracy.

Concerning the more detailed contents of these counts of the Indictment themselves nothing is known to us. However, we have known some of the defendants for years and have worked together with them. The impression of the gentlemen of the I.G. which we received on those occasions is substantially different from what must necessarily appear from the Indictment.

We know, 1) that the leading men in the I.G. supported scientific research in an outstanding way, 2) that they advocated the independence of research work and frequently furnished help and assistance to men persecuted for political or racial reasons, 3) that through the discoveries and inventions of the firm they contributed to an extraordinary extent to technical progress and in the field of chemical therapeutics to the welfare of humanity. We have always been very proud of these achievements of the I.G. Farbenindustrie.

1.) Support of Scientific Research.

Dr. Carl Bosch and Dr. Carl Duisberg of the I.G. companies played a decisive part in founding the Emergency Society for German Sciences; above all, however, the leaders of the German chemical industry were concerned with the advancement of chemical research. Three scientific societies were founded for this purpose, the Adolf Baeyer Society, the Justus-Liebig Society and the Emil-Fischer Society. The donations of the I.G. Farbenindustrie A.G. amounted to about three-fourths of the total contributions, whereas I.G.'s share in the German chemical industry is estimated at only about one-third. The presidents of these societies were always men from the I.G. .

a) The Adolf Baeyer Society served to support the literary activities of the German Chemical Society, above all to finance the Central Chemical Gazette and the Gmelin Manual of Inorganic Chemistry. The president was first Dr. Carl Bosch, later Dr. Wurstler.

b) The Justus Liebig Society sought primarily to encourage the younger generation of scientists; it granted fellowships for 1 to 2 years to talented chemists who had obtained their doctor's degree. Later during the scientific depression the I.G. also founded the I.G. Emergency Fellowships and the I.G. Chemists' Aid and thereby enabled many chemists to make out during this period of want. The president's chair in the Liebig Society was first held by Dr. Duisberg, later by Prof. Dr. Hoorlein.

- 56 -

c) The Emil Fischer Society served mainly to finance the Kaiser Wilhelm Institute for Chemistry in Dohlem. The president was first Dr. Arthur v. Weinberg, later Dr. ter Meer. Although the I.G. bore by far the largest part of the costs for the Kaiser Wilhelm Institute, its men refrained from interfering in the working field of the Institute; on the contrary, they left the Director of the Institute, Otto Hahn, a completely free hand, even when the discovery of uranium fission had opened a field of great importance in military technique.

2. Efforts on Behalf of Independent Research and Persecuted Persons.

Carl Bosch, the deceased Chairman of the Vorstand of the I.G., never made any secret of the fact that he disapproved of the methods of National Socialism. He carried on a vigorous fight for the independence of science and aimed open attacks at National Socialism in his addresses. As President of the Kaiser Wilhelm Society Carl Bosch thwarted all attempts of the Party to introduce National Socialist trains of thought into the Kaiser Wilhelm Society.*) Among his closest advisors were Max Planck, Otto Hahn, Fritz v. Wittstein and

*) See also Ambassador Dodd's Diary, 1933-1938, New York, 1941, p.431: "Tonight I went to a dinner party at the Kaiser Wilhelm Institute, the new president taking his place, my friend, the former president, Planck, retiring. This organization is not Nazi and some outstanding business men who were present made their attitude plain. They had no Hitler decorations on their coats and they did not say 'Heil Hitler' when others came up to them and shook hands." (The new president was Carl Bosch, the Chairman of the Vorstand of the I.G.)

- 57 -

Otto Warburg, who discussed with him with complete frankness how the unfounded and pernicious attacks of the Party could be prevented.

As early as April 1933 Carl Bosch asked a professor of Göttingen University (A. Windaus) to call on him so as to learn whether he could succeed in keeping outstanding Jewish professors at the university in office (such as James Franck, Max Born, M.v. Goldschmidt).

During the following period Carl Bosch and other Vorstand members of the I.G. made repeated efforts on behalf of scientists who were persecuted for political or racial reasons. Carl Bosch was able to protect Frau Lise Meitner in the Kaiser Wilhelm Institute for Chemistry up to 1938. At great personal risk Dr. Gajewski was able to prevent Prof. Eggert from being conscripted for compulsory labor and Frau Eggert from being deported to Theresienstadt, as was ordered. Dr. ter Meer procured position abroad for Prof. Wigner when he had to leave Bonn; the professors Dr. Kallmann and Dr. Sauerwald were financially assisted by the I.G. after their dismissal.

In numerous other cases the firms of the I.G. provided quarters in the I.G. laboratories for young research workers who were refused positions as assistants or lecturers (Dozenten) by the Ministry of Education, or at least granted them research fellowships. When professors of independent ideas came into conflict with the Party or ministries

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leading men in the I.G. immediately assured the persons concerned that they would receive personal and material support in case they were forced to resign from their positions. When Prof. A. Windaus submitted his resignation because of acts of interference by the Ministry, Prof. Hoerlein repeatedly offered to install a research laboratory for him in Elberfeld and to receive him into the ranks of the I.G.. A similar offer was also made to Prof. Gerlach.

3.) Technical Progress and Chemical Therapeutics.

After the First World War the firms of the subsequent I.G. added new working fields to their old ones (dyes, pharmaceuticals, nitrates, catalysis). The most important new field was that of high molecular working substances, which to a quite substantial degree was opened up by the laboratories of the I.G.. In the ^{very} first rank stands the basic invention of the hydrogenation of carbon monoxide and later that of coal in itself; it provided the chief background material for the new syntheses. To these belong synthetic rubber in its various forms, of which many surpass natural rubber in one quality or another.

The polymericates or mixed polymericates from styrol, acrylonitril and similar substances proved to be of great practical use, especially igelite, which supplanted rubber and even leather for many uses.

- 5 -

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New artificial fibers were also created which were more durable than wool, cotton or silk. These indications should be enough to show the extent to which the firms of the I.G. contributed to technical progress.

Their achievements in the field of chemical therapeutics seem to us still more impressive. In the years after 1920 excellent remedies were devised against malaria (plasmochin, atabrin); splendid results in fighting sleeping sickness were also obtained through yersamin. A number of other tropical diseases (as, for example, kala-azar in India and China) were also deprived of their terrors by the introduction of new compounds of antimony. Specific remedies were also found for cattle diseases. Through the invention of Protobell and similarly formed compounds Prof. Domagk of the I.G. Elberfeld plant produced effective remedies against numerous bacterial infections and thereby performed inestimable service for all mankind. These and other successes in the field of chemical therapeutics were recognized in Germany and abroad with unreserved admiration and gratitude. Prof. Domagk received the Nobel Prize for his work in chemical therapeutics. Even in 1936 Lord Halifax wrote: "The discovery and production of valuable chemical therapeutic compounds depended up to now, and still depends today, entirely on German science and industry."

DOCUMENT BOOK III SCHMITZ
DOCUMENT No. 42

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Since then, to be sure, circumstances have altered greatly, but the firms of the I.G. are still working with enthusiasm and complete devotion on the war against disease.

For us it is a duty to call attention to this work of the defendants, which has been so rich in blessings in the progress of science and technique, in the extension of civilization and the art of healing as well as in the field of humanitarianism, through deeds and notions of real humanity.

Starnberg, 21 November 1947

signed: Heinrich Wieland

Doc. Reg. No. 2699. I hereby certify the authenticity of the preceding signature of the university professor, Dr. Heinrich Wieland, residing in Starnberg, Schiessstrassstr. 12.

Starnberg, on the twenty-first of November, one thousand nine hundred and forty-seven.

signed: Stiegler, Notary
(STIEGLER, Notary)

Not. Fee Reg. No. 2699
Not. Fee 2.--
Gov. Tax .05

Total 2.05
paid

Hans Stiegler
Notary in Starnberg;
(Stamp)

- 8 -

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farbenindustrie who are now indicted at Nuernberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

These relations between science and industry resulted in personal contacts and in getting in touch in those individual cases in which a special assistance was applied for and obtained.

After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress, also in particular many acts of true humanity by such persons.

Dr. Arnold BUCKEN, Professor in Goettingen, Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH, Professor in Bonn.

(page - 2 - of original)

Dr. Walter HUECKEL, Professor in Goettingen. Dr. Richard KUHN, Professor in Heidelberg. Dr. Hans MEERBEIN, Professor in Marburg. Dr. Paul PFLEPPER, Professor in Bonn. Dr. Hermann STAUDINGER, Professor in Freiburg. Dr. Adolf WINDAUS, Professor in Goettingen. Dr. Heinrich WIELAND, Professor in Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

Heidelberg

9 December 1947

(place)

(date)

signed: Richard KUHN
(name)

The above signature of Professor Dr. Richard KUHN, Heidelberg, Wilckenstrasse 23, which was executed before me, Professor Dr. Eduard FAHL, is herewith certified and attested by me.

Heidelberg, 9 December 1947

signed: Eduard FAHL

Ordinary Professor of Law

special counsel of all defendants.

(page - 3 - of original)

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farben-industrie who are now indicted at Nuernberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

These relations between science and industry resulted in personal contacts and in getting in touch in those individual cases in which a special assistance was applied for and obtained.

After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress, also in particular many acts of true humanity by such persons.

Dr. Arnold EUCKEN, Professor in Goettingen,
Dr. Karl FREUDENBERG, Professor in Heidelberg,
Dr. Otto HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH, Professor in Bonn.

(page - 4 - of original)

Dr. Walter HUECKEL, Professor in Goettingen. Dr. Richard KUHN, Professor in Heidelberg. Dr. Hans MEERWEIN, Professor in Marburg. Dr. Paul PFEBER, Professor in Bonn. Dr. Hermann STAUDINGER, Professor in Freiburg. Dr. Adolf WINDAUS, Professor in Goettingen. Dr. Heinrich WIELAND, Professor in Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

Heidelberg

12 December 1947

(place)

(date)

signed: Karl FREUDENBERG
(name)

The above signature of Professor Dr. Karl FREUDENBERG, residing at Heidelberg, Moenchhofstr. 44, which was executed before me, Professor Dr. Eduard WAHL, is herewith certified and attested by me.

Heidelberg, 12 December 1947

signed: Eduard WAHL
Ordinary Professor of Law
special counsel of all
defendants

(page - 5 - of original)

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farbenindustrie who are now indicted at Nuernberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

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After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress, also in particular many acts of true humanity by such persons.

Dr. Arnold EUCKEN, Professor in Goettingen, Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH, Professor in Bonn.

(page - 6 - of original)

Dr. Walter HUECKEL, Professor in Goettingen. Dr. Richard KUHN, Professor in Heidelberg. Dr. Hans MEERWEIN, Professor in Marburg. Dr. Paul PFEIFFER, Professor in Bonn. Dr. Hermann STAUDINGER, Professor in Freiburg. Dr. Adolf TINDAUS, Professor in Goettingen. Dr. Heinrich WIELAND, Professor in Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

Goettingen, 11 December 1947

(place) (date)

signed: Arnold EUCKEN
(name)

(page - 7 - of original)

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farbenindustrie who are now indicted at Nuerenberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

These relations between science and industry resulted in personal contacts and in getting in touch in those individual cases in which a special assistance was applied for and obtained.

After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress, also in particular many acts of true humanity by such persons.

Dr. Arnold EUCKEN, Professor in Goettingen, Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH, Professor in Bonn.

(page - 8 - of original)

Dr. Walter HUECKEL, Professor in Goettingen. Dr. Richard KUHN, Professor in Heidelberg. Dr. Hans MEERWEIN, Professor in Marburg. Dr. Paul PFEIFFER, Professor in Bonn. Dr. Hermann STAUDINGER, Professor in Freiburg. Dr. Adolf WINDAUS, Professor in Goettingen. Dr. Heinrich WIELAND, Professor in Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

(Place) Goettingen,

(Date) 10 December 1947

(Name) signed: Adolf WINDAUS

(page - 9 - of original)

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farbenindustrie who are now indicted at Nuernberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

These relations between science and industry resulted in personal contacts and in getting in touch in those individual cases in which a special assistance was applied for and obtained.

After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress, also in particular many acts of true humanity by such persons.

Dr. Arnold EUCKEN, Professor in Goettingen,
Dr. Errol FREUDENBERG, Professor in Heidelberg, Dr. Otto
HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH,
Professor in Bonn.

(page - 10 - of original)

Dr. Walter HUECKEL, Professor in Goettingen. Dr. Richard KUHN, Professor in Heidelberg. Dr. Hans MEERTEIN, Professor in Marburg. Dr. Paul PFEIFFER, Professor in Bonn. Dr. Hermann STAUDINGER, Professor in Freiburg. Dr. Adolf WINDAUS, Professor in Goettingen. Dr. Heinrich VIELAND, Professor in Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

(Place) Bonn

(Date) 10 December 1947

signed:

(Name) Prof. Dr. Paul PFEIFFER

(page - 11 - of original)

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farbenindustrie who are now indicted at Nuernberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

These relations between science and industry resulted in personal contacts and in getting in touch in those individual cases in which a special assistance was applied for and obtained.

After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress, also in particular many acts of true humanity by such persons.

Dr. Arnold EUCKEN, Professor in Goettingen,
Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH, Professor in Bonn.

(page - 12 - of original)

Dr. Walter Haeckel , Professor in Goettingen .
Dr. Richard KUHN, Professor in Heidelberg.
Dr. Hans MEERTEIN, Professor in Marburg. Dr. Paul
PFEIFFER, Professor in Bonn. Dr. Hermann STAUDINGER,
Professor in Freiburg. Dr. Adolf TINDAUS, Professor
in Goettingen. Dr. Heinrich WIELAND, Professor in
Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath . I
know that a false affidavit on my part renders me
liable to punishment. I am prepared to testify
about this under oath, if desired.

(Place)
Marburg,

(Date)
9 December 1947

(Name)

signed: Prof.Dr. Hans MEERTEIN

(page - 13 - of original)

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farben-industrie who are now indicted at Nuernberg:

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After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress, also in particular many acts of true humanity by such persons.

Dr. Arnold EUCKEN, Professor in Goettingen, Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH, Professor in Bonn.

(page - 14 - of original)

Dr. Walter HUECKEL, Professor in Goettingen. Dr. Richard KUHN, Professor in Heidelberg. Dr. Hans MEERTEIN, Professor in Marburg. Dr. Paul PFEIFFER, Professor in Bonn. Dr. Hermann STAUDINGER, Professor in Freiburg. Dr. Adolf WINDAUS, Professor in Goettingen. Dr. Heinrich VIELAND, Professor in Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

Goettingen
(Place)

10 December 1947
(Date)

signed: Otto HAHN
(Name)

Rubber stamp:
Professor
Otto HAHN
(20) Goettingen
Bunsenstr. 10

(page - 15 - of original)

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farbenindustrie who are now indicted at Nuernberg:

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Dr. Arnold BUCKEN, Professor in Goettingen,
Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto
HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH,
Professor in Bonn.

(page - 16 - of original)

Dr. Walter HUECKEL, Professor in Goettingen. Dr. Richard KUHN, Professor in Heidelberg. Dr. Hans MEERWEIM, Professor in Marburg. Dr. Paul FREIFFER, Professor in Bonn. Dr. Hermann STAUDINGER, Professor in Freiburg. Dr. Adolf WINDAUS, Professor in Goettingen. Dr. Heinrich WIELAND, Professor in Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

Bonn
(Place)

9 December 1947
(Date)

signed: Dr. B. HELFERICH
(Name)

(page - 17 - of original)

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farbenindustrie who are now indicted at Wuernberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

These relations between science and industry resulted in personal contacts and in getting in touch in those individual cases in which a special assistance was applied for and obtained.

After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress, also in particular many acts of true humanity by such persons.

Dr. Arnold EUCKEN, Professor in Goettingen,
Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto
HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH,
Professor in Bonn.

(page - 18 - of original)

Dr. Walter HUECKEL, Professor in Goettingen. Dr. Richard KUHN, Professor in Heidelberg. Dr. Hans MEERWEIN, Professor in Marburg. Dr. Paul PFEIFFER, Professor in Bonn. Dr. Hermann STAUDINGER, Professor in Freiburg. Dr. Adolf WINDAUS, Professor in Goettingen. Dr. Heinrich WIELAND, Professor in Munich. Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

Muelheim-Ruhr
(Place)

10 December 1947
(Date)

signed: Karl ZIEGLER
(Name)

(page - 19 - of original)

In December 1947

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farben-industrie who are now indicted at Nuernberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

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(page - 20 - of original)

Dr. Arnold EUCKEN, Professor in Goettingen, Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto HAHN, Professor in Goettingen, Dr. Burkhardt HELPERICH, Professor in Bonn, Dr. Walter HUECKEL, Professor in Goettingen, Dr. Richard KUHN, Professor in Heidelberg, Dr. Hans MEERWEIN, Professor in Marburg, Dr. Paul PFEIFFER, Professor in Bonn, Dr. Hermann STAUDINGER, Professor in Freiburg, Dr. Adolf TINDAUS, Professor in Goettingen, Dr. Heinrich TIELAND, Professor in Munich, Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath.
I know that a false affidavit on my part renders me
liable to punishment.

Freiburg i.Br., 15 December 1947

signed: Prof. Dr. Hermann STAUDINGER

Certification of signature.

The authenticity of the signature overleaf of Herr
Dr. Hermann STAUDINGER, University Professor at
Freiburg i.Br., Luigistr. No. 14, is herewith cer-
tified.

Identification: Identity Card A 14 192 (Freiburg) dated
23 June 1942, Freiburg i.Br., 16 De-
cember 1947

Baden Notary's Office I Freiburg
Councillor of Justice - signed: signature-
Notary

Baden Notary's Office
Freiburg
(Rubber stamp)

Fees:
Value 1.000.- RM
Reich schedule of fees,
Section 39 2.--RM.

Freiburg i.Br., 16 December 1947
The Collector of fees
signed: signature.

(page - 21 - of original)

In December 1947.

As representatives of the science of chemistry with German Academies and Research Institutes we feel obliged to express the following about the experiences made with the Directors of the I.G.-Farben-industrie who are now indicted at Nuernberg:

The development of the chemical science in Germany is closely connected with the development of the German chemical industry. The relations originating in mutual impulses exchanged between science and industry resulted in a generous support and furtherance of scientific research by the great chemical factories, for which persons from among the defendants have earned merit, and to which we can but call attention with highest gratitude.

These relations between science and industry resulted in personal contacts and in getting in touch in those individual cases in which a special assistance was applied for and obtained.

After such experiences we feel obliged to remember, besides the mentioned generous furtherance of science and human progress,

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also in particular many acts of true humanity by such persons.

Dr. Arnold EUCKEN, Professor in Goettingen, Dr. Karl FREUDENBERG, Professor in Heidelberg, Dr. Otto HAHN, Professor in Goettingen, Dr. Burkhardt HELFERICH, Professor in Bonn, Dr. Walter HUECKEL, Professor in Goettingen, Dr. Richard KUHN, Professor in Heidelberg, Dr. Hans MEERWEIN, Professor in Marburg, Dr. Paul PFEIFER, Professor in Bonn, Dr. Hermann STAUDINGER, Professor in Freiburg, Dr. Adolf WINDAUS, Professor in Goettingen, Dr. Heinrich WIELAND, Professor in Munich, Dr. Karl ZIEGLER, Professor in Muelheim.

I make the above deposition in lieu of an oath. I know that a false affidavit on my part renders me liable to punishment. I am prepared to testify about this under oath, if desired.

Goettingen
(Place)

17 December 1947
(Date)

(Name)

~~Signed: Walter Hueckel.~~

DOCUMENT BOOK III SCHMITZ

CERTIFICATE OF TRANSLATION

16 January 1948

We, Hanna Gleichman, AGO No. A-443029, John B. Robinson, AGO No. X-046350, Robert Hoffmann, AGO No. 20162, Adolph Luethaus, AGO No. B 398010, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book III Schmitz.

Hanna Gleichman
AGO No. A-443029

John B. Robinson
AGO No. X-046350

Robert Hoffmann
AGO No. 20162

Adolph Luethaus
AGO No. B 398010

MICROCOPY

892

ROLL

91

